## RECUD MINONITY CLERK

## MINERAL COUNTY SCHOOL DISTRICT 751 A. STREET Hawthorne, Nevada 89415 BOARD OF TRUSTEES MEETING

Tuesday, July 12, 2022

LOCATION OF MEETING:

Arlo K. Funk District Services Center 751 A Street, Room 23 Hawthorne, Nevada

I would like to acknowledge that this meeting is being held on traditional lands of the Paiute People, and pay our respect to elders both past and present.

#### Board and Staff will utilize an online presence as well as social distancing for this meeting.

Please Note: The Board reserves the right: (1) to take agenda items in a different order, (2) to combine two or more agenda items for consideration, and (3) to remove an item from the agenda or delay discussion relating to an item on the agenda at any time, in order to accomplish the business on the Agenda in the most efficient manner.

#### **CALL TO ORDER: 5:30 PM**

- 1. Certification of Public Notice, Roll Call, and Pledge of Allegiance
- 2. Approval of a flexible agenda. (For Possible Action)
- 3. Person or Group Recognition
- 4. Presentations

#### **CONSENT ITEMS:** (FOR POSSIBLE ACTION)

Items listed under the consent calendar will be voted on as a block. If a member of the public or a Board Member wishes to discuss an item in the consent calendar, that item will be removed from the Consent Items and placed with the Action Items for possible action.

- 1. Minutes: May 17 and June 8, 2022
- 2. Payroll Vouchers: 1179,1180,1186,1191,1192,1198,1199
- 3. Payroll Checks: 87373-87547
- 4. Warrants: 24881-25176
- 5. Personnel Report Information Only

#### **ACTION ITEMS: (FOR POSSIBLE ACTION)**

There will be an opportunity for public comment on each <u>Action Item</u> following Board discussion on the item and before the Board makes a motion on the item. You may request to speak by raising your hand during the Public Comment period or by completing a <u>Request to Address the MCSD Board</u> form prior to the Public Comment period. Those who submit the form will normally be called on first. Speaking time will be limited to a maximum of 3 minutes. The President may allow additional time to a given speaker as time allows and in his/her discretion.

- Recommendation: Discussion and Possible Approval of the Pool Renewal Proposal Presentation <u>Supporting Information</u>: Acceptance of renewal proposal from Nevada Public Agency Insurance Pool (POOL) and approval for payment from fiscal year 2022-2023 funds.
  - **Budget Consideration: \$187,563.54**
- Recommendation: Discussion and Possible Approval of the Designation of Auditing Firm
   Supporting Information: Designation of Auditor Sciarani & Co., Certified Public Accountants for Auditing Purposes.

**Budget Consideration: Not to Exceed: \$56,000** 

#### MINERAL COUNTY SCHOOL DISTRICT

#### **751 A. STREET**

#### Hawthorne, Nevada 89415

#### **BOARD OF TRUSTEES MEETING**

Tuesday, July 12, 2022

3. **Recommendation:** Discussion and Possible Approval of the roof bid to repair the roof at the District Office building.

<u>Supporting Information</u>: Approval of the roof bid to repair the roof at the District Office building. Presentation by Garland/DBS.

**Budget Consideration: Estimated budget \$90K** 

**4. Recommendation:** Discussion and Possible Approval for the Administrators to receive a 2.5% salary increase.

<u>Supporting Information</u>: Approval for the Administrators to receive a 2.5% salary increase in accordance with the Mineral County Teacher's Association salary increase in the absence of no negotiations.

**Budget Consideration: \$13,866.09** 

- 5. Recommendation: Discussion and Possible Approval of the Memorandum of Understanding between Mineral County School District and Mineral County Classified School Employee Association MCCSEA Supporting Information: Approval of the Memorandum of Understanding between Mineral County School District and Mineral County Classified School Employee Association MCCSEA. The purpose of this MOU is to adjust section 2-2 from the MCCSEA to remove HR from the position list.
  Budget Consideration: Not at this time.
- 6. Recommendation: Discussion and Possible Approval of the 2022-2023 Bargaining Agreement for the Mineral County Classified School Employee Association (MCCSEA)
  Supporting Information: Approval of the Mineral County School Board of Trustees and the Mineral County Classified School Employee Association tentatively agree to the 2022/2023 School Year Successor Bargaining agreement subject to finalization of contract language, ratification by the Union, and final approval by the Board of Trustees.

**Budget Consideration: \$155,000 estimated increase** 

7. Recommendation: Discussion and Possible Approval to re-implement the CTE (Career and Technical Education) Coordinator position starting for the 2022/2023 school year at Mineral County High School. Supporting Information: Approval to re-implement the CTE (Career and Technical Education) Coordinator position starting for the 2022/2023 school year at Mineral County High School. Funding awarded through CTE Competitive Grant, re-implementing this position, grant funding one-year only, no cost to general fund.

**Budget Consideration**: Up to \$88,000

- 8. Recommendation: Discussion and Possible Approval of Policies:
  - a. ACB Non-Discrimination on the basis of sex under Title IX (renumbering)
  - b. KBB Public Records Request Fees
  - c. GBC7 Sick Leave Bank Policy

<u>Supporting Information</u>: Approval of these policies that were reviewed by the Policy Committee on May 6, 2022.

**Budget consideration: NONE** 

- 9. Closed Session: NRS 288.220 to Discussion of labor unit contracts and negotiations
- 10. Open Session: Discussion of labor unit contracts and negotiations.

#### MINERAL COUNTY SCHOOL DISTRICT

#### **751 A. STREET**

#### Hawthorne, Nevada 89415

#### **BOARD OF TRUSTEES MEETING**

Tuesday, July 12, 2022

- 11. <u>Closed Session</u> Pursuant to Nevada Revised Statute (NRS) 241.015(2)(b)(2) to receive information from legal counsel relative to general pending litigation.
- 12. Open Session Discussion and possible action relative to pending litigation.

#### **COMMUNICATIONS AND REPORTS:** (FOR DISCUSSION ONLY)

- 1. Correspondence & Announcements
- 2. Board Member Reports
- 3. Superintendent Report
- 4. Principals Report

#### **GENERAL PUBLIC COMMENT:**

It is the School Board's intention to listen and be responsive to the public's concerns. Comments from the public regarding topics not on the agenda are invited at this time. You may request to speak by raising your hand during the General Public comment period or by completing a Request to Address the MCSD Board form prior to the General Public Comment period. The Board may discuss items that are introduced, however, by law, the Board cannot take any action, reach a consensus or hear personal attacks at this time. Those who submit the form will normally be called on first. Speaking time will be limited to a maximum of 3 minutes. The President may allow additional time to a given speaker as time allows and in his/her discretion.

#### ADJOURNMENT:

The Agenda of this meeting has been posted at the following locations: 1) Administration Office, 2) Hawthorne Post Office, 3) Mineral County Independent News Office, 4) Schurz Post Office, 5) Mina Post Office, 6) County Courthouse 7) School Offices.

Mineral County School District is pleased to provide accommodations for individuals with disabilities. If you have a disability, please let us know, and we will provide assistance or accommodate you in any way that we possibly can.

Copies of agenda and supporting material may be picked up at the Mineral County School District Arlo K. Funk District Services Center, 751 A. Street, Hawthorne, Nevada, or by contacting Crystal Sasser at (775) 945-2403, prior to the scheduled meeting.

## MINUTES

#### MINERAL COUNTY SCHOOL DISTRICT 751 A. STREET

#### Hawthorne, Nevada 89415 BOARD OF TRUSTEES MEETING MINUTES

Tuesday, May 17, 2022

The Mineral County School District held a public meeting on Tuesday, May 17, 2022 beginning at 5:37 PM at the Mineral County District.

MEMBERS PRESENT: Keith Neville, Juanita Diede, Tyler Viani, Kathy Castagnola, Candice Birchum MEMBERS ABSENT:

<u>ADMINISTRATORS:</u> Andre Ponder, Superintendent; Jeff Wales, Principal, HJH/MCHS; Stephanie Keuhey, HES Principal

OTHERS PRESENT: Drew Schaar, Kaiti Gentry, Kristen Reeves, Karry Larramendy, MaryJo Gemelke, Phillip Jaramillo, Ann Kee, Claire Hayhurst, Kathleen Daulo, Toni Dodge, Tracy Larramendy, Tricia Schumann, Breanna Hatfield, William Bruni, Leo Dykstra, Erika Sanchez, Stephanie Keuhey, Phillip Jaramillo, Jazzmin Bryan, Jezzan Penas, Joy Magbana, Melissa Cardenas, Julia Viani, Lucas Thomas, Tara Musselman, JayDee Porras-Grant, Marty Waggoner, Travis Rhyness, Spring Blazewick, Amber Rhyness, Holly Pellet, Christy Grant

Keith Neville read, "I would like to acknowledge that this meeting is being held on traditional lands of the Paiute People, and pay our respect to elders both past and present".

#### **CALL TO ORDER: 5:37 PM**

- 1. Certification of Public Notice, Roll Call, and Pledge of Allegiance
- 2. Approval of a flexible agenda.
  - Tyler Viani made the motion to table items 5, 6, 7 and 8. Candice Birchum seconded the motion. Juanita Diede-Y; Keith Neville-Y; Tyler Viani-Y; Kathy Castagnola-Y; Candice Birchum. Motion passed 5-0-0
- 3. Person or Group Recognition NONE
- 4. Presentations NONE

#### **CONSENT ITEMS: (FOR POSSIBLE ACTION)**

- 1. Minutes: April 19, 2022 and May 2, 2022
- 2. Payroll Vouchers: 1158,1159
- 3. Payroll Checks: 87338-87372
- 4. Warrants: 24882-24928
- 5. Personnel Report Information Only

Tyler Viani made a motion to approve the minutes from April 19, 2022 and May 2, 2022, payroll vouchers: 1158,1159; payroll checks:87338-87372; warrants: 24882-249287 and the personnel report. Kathy Castagnola seconded the motion.

Juanita Diede-Y; Keith Neville-Y; Tyler Viani-Y; Kathy Castagnola-Y; Candice Birchum. Motion passed 5-0-0

#### **ACTION ITEMS:** (FOR POSSIBLE ACTION)

1. <u>Recommendation</u>: Discussion and possible approval of the contract between Mineral County School District and Diane Rodriguez

JayDee Porras Grant made a public comment. Letter submitted by Chris Porras read by Juanita Diede. Tyler would like to see the invoices for Diane's contract.

Public comment made by Kristen Reeves, Spring Blazewick, Tyler Viani, Keith Neville, Karry Larramendy, Janis Horn.

Keith Neville made a motion to have Mr. Ponder adjust the contract to suit the board and Diane to bring it back to the board. No second made.

Juanita Diede made a motion to approve the contract at \$50 hour instead of the \$75 from May 5 to June 30. Kathy Castagnola second the motion.

Juanita Diede-Y; Keith Neville-Y; Tyler Viani-Y; Kathy Castagnola-Y; Candice Birchum. Motion passed 5-0-0

### MINERAL COUNTY SCHOOL DISTRET 751 A. STREET

#### Hawthorne, Nevada 89415 BOARD OF TRUSTEES MEETING MINUTES

Tuesday, May 17, 2022

- 2. Recommendation: Discussion and Possible Approval for Mr. Ponder's Annual Evaluation Tool Jaren Stanton advised that we not proceed on tonight due to notice not in compliance. Agenda item not correct. Suggested to bring back in 2 weeks for approval.
- 3. <u>Recommendation</u>: Discussion and Possible Approval of out of state Professional Development for Andre Ponder to attend the Legislature Advocacy Conference in Washington, DC.

Public comment made by Kristen Reeves, Hope Blinco and JayDee Porras Grant. Letter submitted by Chris Porras read by Juanita Diede, Tyler Viani would like the Superintendent to bring back to the board what he learns from his trainings.

Keith Neville made a motion to approve. No Second.

**4.** Recommendation: Information Only: True Cost Analysis for the 2021-2022 and 2022-2023 Bargaining Agreement for the Mineral County Classroom Teachers' Association (MCCTA)

MaryJo Gemelke – The contracts need to be reviewed. She believes there is incorrect information on hers. Melissa Cardenas, Tricia Schumann, Breanna Hatfield and Kristen Reeves made general public comment. Drew Schaar – There is a lack of communication in the District. The retro checks have none been put out to the staff yet.

JayDee Porras-Grant made general public comment regarding the retro checks.

No closed session. 5,6,7 and 8 have been tabled.

- 5. <u>Closed Session:</u> Pursuant to Nevada Revised Statutes (NRS) 288.220 to Discuss labor unit contracts and negotiations.
- 6. Open Session: Discussion of labor unit contracts and negotiations.
- 7. <u>Closed Session</u> Pursuant to Nevada Revised Statute (NRS) 241.015(2)(b)(2) to receive information from legal counsel relative to general pending litigation.

Discussion of Policy JB, Gender Identity and Gender Non-Conforming Students as students are protected by NRS.3818.132, Safe and Respectful Learning Environment. LEA Policy for Prohibiting Harassment, Intimidation, Bullying Menacing and Hazing.

8. Open Session – Discussion and possible action relative to pending litigation.

#### COMMUNICATIONS AND REPORTS: (FOR DISCUSSION ONLY)

- 1. Correspondence & Announcements NONE
- 2. Board Member Reports Tyler Viani NASB Updates.
- 3. Superintendent Report Copy of report given to the Board Members
- 4. Principal's Report -

Stephane Keuhey, Principal HES – SBAC State assessment. Thank you to Erika. MAPS Testing. Thankful for all the teachers. Thank you to the School Board. Music Program tomorrow at 6:00 pm in the Junior High Gym. Thank you Mr. Wales and Mrs. Gentry for helping out with rehearsal.

Jeff Wales, Principal HJH/MCHS – The golf team and track teams are both going to state next week Graduation for Junior High is June 2<sup>nd</sup> and High School is June 3<sup>rd</sup>.

Phillip Jaramillo - The track team meet will be at Reed High School on Friday and Saturday.

#### **GENERAL PUBLIC COMMENT:**

Kristen Reeves made a general public comment. Karry Larramendy make a general public comment.

## MINERAL COUNTY SCHOOL DISTRICT 751 A. STREET Hawthorne, Nevada 89415 BOARD OF TRUSTEES MEETING MINUTES Tuesday, May 17, 2022

ADJOURNMENT: 6:56 PM Respectfully submitted:

Juanita Diede, Clerk

#### MINERAL COUNTY SCHOOL DISTRICT 751 A. STREET

#### Hawthorne, Nevada 89415 BOARD OF TRUSTEES MEETING MINUTES

Wednesday, June 8, 2022

The Mineral County School District held a public meeting on Wednesday, June 8, 2022 beginning at 5:31 PM at the Mineral County District.

MEMBERS PRESENT: Keith Neville, Tyler Viani, Kathy Castagnola, Candice Birchum

**MEMBERS ABSENT:** Juanita Diede

<u>ADMINISTRATORS:</u> Andre Ponder, Superintendent; Jeff Wales, Principal, HJH/MCHS; Stephanie Keuhey, HES Principal

OTHERS PRESENT: Crystal Sasser, Jaren Stanton, Claire Hayhurst, Jim Sciarani, Jeff Wales, Kristen Smith, Ann Kee, Drew Schaar, Phillip Jaramillo

Keith Neville read, "I would like to acknowledge that this meeting is being held on traditional lands of the Paiute People, and pay our respect to elders both past and present".

#### **CALL TO ORDER: 5:37 PM**

1. Certification of Public Notice, Roll Call, and Pledge of Allegiance

#### **ACTION ITEMS: (FOR POSSIBLE ACTION)**

1. <u>Recommendation</u>: Discussion and Possible Approval of the Augmented FY 2021/2022 Budget Tyler Viani made a motion to approve the Augmented FY 2021/2022 Budget. Kathy Castagnola seconded the motion.

Keith Neville-Y; Tyler Viani-Y; Kathy Castagnola-Y; Candice Birchum. Motion passed 4-0-0

2. Recommendation: Discussion and Possible Approval of the Final FY 2022/2023 Budget

Tyler Viani made a motion to approve the Final FY 2022/2023 Budget. Kathy Castagnola seconded the motion.

Keith Neville-Y; Tyler Viani-Y; Kathy Castagnola-Y; Candice Birchum. Motion passed 4-0-0

Drew Schaar made a general public comment. Kristen Reeves made a general public comment.

#### **GENERAL PUBLIC COMMENT:**

Tyler Viani would like to readdress the budget in 3 months. Maybe the first meeting in August to discuss the recommendations from the budget committee.

ADJOURNMENT: 5:53 PM	
Respectfully submitted:	
	Juanita Diede, Clerk

# PAYROLL VOUCHERS

Voucher No: 1179

**Voucher Date:** 05/25/2022

Prepared By:

Printed-05/23/2022 11:51:24 AM

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$24,469.17 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2021 to June 30, 2022 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the

budget.

Andre L. Ponder

Superintendent

Keith Neville	School Board President
Tyler Viani	School Board Vice President
Kathryn Castagnola	School Board Member
Candice Birchum	School Board Member
Juanita Diede	School Board Clerk

MINERAL COUNTY SCHOOL DISTRICT

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280 290	Federal Funds Food Service Funds	\$2,374.65 \$293.44
250	Special Education	\$2,230.34
240	State Grants	\$335.58
230	Adult Education	\$400.98
210	Class Size Reduction	\$463.29
206	PCFP English Learner (Restricted Funding)	\$89.86
100	General Fund	\$18,281.03
Fund		Amount

\$24,469.17

Created By: 394645.hblinco

Posted By:

394645 hblinco

Date: 05/23/2022 11 48 43

Page:

4

Voucher No: 1180

Voucher Date: 05/25/2022

Prepared By:

Printed. 23/2022 11:58:26 AM

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$134,471.62 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2021 to June 30, 2022 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the

budget.

Superintendent

Keith Neville

School Board President

Tyler Viani

School Board Vice President

Kathryn Castagnola

School Board Member

Candice Birchum

School Board Member

Juanita Diede

School Board Clerk

MINERAL COUNTY SCHOOL DISTRICT

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Fund		Amount
100	General Fund	\$96,936.50
210	Class Size Reduction	\$3,616.06
230	Adult Education	\$1,364.80
240	State Grants	\$2,130.12
250	Special Education	\$12,247.33
280	Federal Funds	\$15,609.06
290	Food Service Funds	\$2,567.75

\$134,471.62

Created By: 394645.hblinco

Posted By:

394645.hblinco

Date: 05/23/2022 09:58:15

Voucher No: 1186

Voucher Date: 06/10/2022

Prepared By:

Hope Blinco

Printed: 06/08/2022 03:43:33 PM

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$170,677.38 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2021 to June 30, 2022 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the

budget.

Andre' L. Ponder

Superintendent

Keith Neville

School Board President

Tyler Viani

School Board Vice President

Kathryn Castagnola

School Board Member

Candice Birchum

School Board Member

Juanita Diede

School Board Clerk

MINERAL COUNTY SCHOOL DISTRICT

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Fund		Amount
100	General Fund	\$126,559.96
210	Class Size Reduction	\$3,615.50
230	Adult Education	\$1,001.17
240	State Grants	\$4,222.50
250	Special Education	\$12,537.17
280	Federal Funds	\$19,948.75
290	Food Service Funds	\$2,792.33

\$170,677.38

Created By: 394645 hblinco

Posted By:

394645.hblinco

Date: 06/08/2022 13:41:45

Voucher No: 1191

Voucher Date: 06/24/2022

Prepared By:

Printed: 06/22/2022 03:06:03/PI

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$80,877.65 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2021 to June 30, 2022 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

Andre' L. Ponder

Superintendent

Keith Neville	School Board President
Tyler Viani	School Board Vice President
Kathryn Castagnola	School Board Member
Candice Birchum	School Board Member
Juanita Diede	School Board Clerk

MINERAL COUNTY SCHOOL DISTRICT

Fund		Amount
100	General Fund	\$63,683.87
206	PCFP English Learner (Restricted Funding)	\$83.35
210	Class Size Reduction	\$3,564.38
230	Adult Education	\$322.58
240	State Grants	\$585.37
250	Special Education	\$7,457.74
280	Federal Funds	\$4,964.18
290	Food Service Funds	\$216.18

\$80,877.65

EFTPS JOH Frederal John

Voucher No: 1192

Voucher Date: 06/24/2022

Prepared By:

Prihted: 06/22/2022 03:01:22 PM

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$271,733.33 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2021 to June 30, 2022 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the

budget.

Andre' L. Ponder

Superintendent

Keith Neville

School Board President

Tyler Viani

School Board Vice President

Kathryn Castagnola

School Board Member

Candice Birchum

School Board Member

Juanita Diede

School Board Clerk

MINERAL COUNTY SCHOOL DISTRICT

Fund		Amount
100	General Fund	\$205,625.54
210	Class Size Reduction	\$10,833.71
230	Adult Education	\$891.50
240	State Grants	\$2,814.88
250	Special Education	\$23,934.52
280	Federal Funds	\$25,321.20
290	Food Service Funds	\$2,311.98

\$271,733.33

Employee Deposits

Created By: 394645.hblinco

Posted By:

394645,hblinco

Date: 06/22/2022 13:51:21

Page:

1

Voucher No: 1198

Voucher Date: 07/08/2022

Prepared By:

Soung Villy Pulle Printed: 07/06/2022 11:06:52/pM

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$28,028.03 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2021 to June 30, 2022 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the

budget.

Andre' L. Ponder

Superintendent

Keith Neville

School Board President

Tyler Viani

School Board Vice President

Kathryn Castagnola

School Board Member

Candice Birchum

School Board Member

Juanita Diede

School Board Clerk

MINERAL COUNTY SCHOOL DISTRICT

Fund		Amount
100	General Fund	\$20,257.69
206	PCFP English Learner (Restricted Funding)	\$89.86
210	Class Size Reduction	\$526.96
230	Adult Education	\$313.00
240	State Grants	\$350,00
250	Special Education	\$2,751,71
280	Federal Funds	\$3,528,33
290	Food Service Funds	\$210.48

\$28,028.03

EFTPS Federal Jox

Voucher No: 1199

Voucher Date: 07/08/2022 Prepare

Prepared By: 1

Printed: 07/09/2022 11:1/12 AM

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$148,237.00 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2021 to June 30, 2022 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the

budget.

Andre' L. Ponder

Superintendent

Keith Neville School Board President

Tyler Viani School Board Vice President

Kathryn Castagnola School Board Member

Candice Birchum School Board Member

Juanita Diede School Board Clerk

MINERAL COUNTY SCHOOL DISTRICT

Fund		Amount
100	General Fund	\$102,735.99
210	Class Size Reduction	\$4,067.09
230	Adult Education	\$833.79
240	State Grants	\$2,223.66
250	Special Education	\$14,766.23
280	Federal Funds	\$21,491.64
290	Food Service Funds	\$2,118.60

\$148,237.00

Employee Direct Deposits

# PAYROLL CHECKS

Voucher No: 23

Voucher Date: 05/25/2022

22 Prepared By:

Printed: \$5/23/2022 12:09:51 PM

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$24,694.86 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2021 to June 30, 2022 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the

budget:

Andre' L. Ponder

Superintendent

Keith Neville

School Board President

Tyler Viani

School Board Vice President

Kathryn Castagnola

School Board Member

Candice Birchum

School Board Member

Juanita Diede

School Board Clerk

MINERAL COUNTY SCHOOL DISTRICT

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Fund		Amount
100	General Fund	\$18,772.90
206	PCFP English Learner (Restricted Funding)	\$729.08
210	Class Size Reduction	\$0.00
230	Adult Education	\$0.00
240	State Grants	\$655.27
250	Special Education	\$1,272.10
280	Federal Funds	\$2,203.99
290	Food Service Funds	\$1,061.52

\$24,694.86

Created By: 394645.hblinco

Posted By:

394645.hblinco

Date: 05/23/2022 11:38:31

Voucher No: 1181

Voucher Date: 05/25/2022

Prepared By:

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$93,762.89 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2021 to June 30, 2022 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

Superintendent

Keith Neville

School Board President

Tyler Viani

School Board Vice President

Kathryn Castagnola

School Board Member

Candice Birchum

School Board Member

Juanita Diede

School Board Clerk

#### MINERAL COUNTY SCHOOL DISTRICT

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Fund		Amount
100	General Fund	\$68,389.19
206	PCFP English Learner (Restricted Funding)	\$346.14
210	Class Size Reduction	\$2,579.74
230	Adult Education	\$89.95
240	State Grants	\$1,132.16
250	Special Education	\$10,023.24
280	Federal Funds	\$8,732.58
290	Food Service Funds	\$2,469.89

\$93,762.89

Created By: 394645.hblinco

Posted By:

394645,hblinco

Date: 05/23/2022 10:03:14

Voucher No: 24

Voucher Date: 06/10/2022

Prepared By:

Printed: 06/08

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$47,127.88 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2021 to June 30, 2022 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

L. Ponder

Superintendent

School Board President Keith Neville

School Board Vice President Tyler Viani

3

Kathryn Castagnola School Board Member

School Board Member Candice Birchum

Juanita Diede School Board Clerk

MINERAL COUNTY SCHOOL DISTRICT

	Kinsys	MINERAL COUNTY	SCHOOL DISTRICT
00 VX	7/102/2		
alot well is	Fund		Amount
The solution solution	100	General Fund	\$40,875.63
V* 413	206	PCFP English Learner (Restricted Funding)	\$565.20
	210	Class Size Reduction	\$0.00
1.1	230	Adult Education	\$0.00
044	240	State Grants	\$1,104.08
474 17	250	Special Education	\$2,018.15
97450	280	Federal Funds	\$1,924.19
8 '	290	Food Service Funds	\$640.63

\$47,127.88

Voucher No: 1188 Voucher Date: 06/10/2022 Prepared By:

Printed: 06/08/2022 03:52:38 PM

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$100,441.90 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2021 to June 30, 2022 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

Andre' L. Ponder

Superintendent

Keith Neville School Board President

Tyler Viani School Board Vice President

Kathryn Castagnola School Board Member

Candice Birchum School Board Member

Juanita Diede School Board Clerk

MINERAL COUNTY SCHOOL DISTRICT

	Fund		Amount
VVX	100	General Fund	\$74,421.44
160	206	PCFP English Learner (Restricted Funding)	\$257.69
10400	210	Class Size Reduction	\$2,766.30
101	240	State Grants	\$1,909.23
Viciny	250	Special Education	\$9,248.28
XX	280	Federal Funds	\$10,149.19
У, О	290	Food Service Funds	\$1,689.77

\$100,441.90

Voucher No: 1189

Voucher Date: 06/10/2022

Prepared By:

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$381.92 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2021 to June 30, 2022 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

L. Ponder

Superintendent

Keith Neville

School Board President

Tyler Viani

School Board Vice President

Kathryn Castagnola

School Board Member

Candice Birchum

School Board Member

Juanita Diede

School Board Clerk

MINERAL COUNTY SCHOOL DISTRICT

Fundamental 100 280

General Fund Federal Funds **Amount** \$374.57 \$7.35

\$381.92

Created By: 394645.hblinco

Posted By:

394645.hblinco

Date: 06/08/2022 13:52:20

Voucher No: 1193

Voucher Date: 06/24/2022

Prepared By

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$76,256.64 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2021 to June 30, 2022 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

Superintendent

Keith Neville

School Board President

Tyler Viani

School Board Vice President

Kathryn Castagnola

School Board Member

Candice Birchum

School Board Member

Juanita Diede

School Board Clerk

MINERAL COUNTY SCHOOL DISTRICT

	Fund		Amount
	100	General Fund	\$55,794.90
	206	PCFP English Learner (Restricted Funding)	\$164.31
	210	Class Size Reduction	\$2,136.97
	230	Adult Education	\$70.76
	240	State Grants	\$876.26
	250	Special Education	\$8,458.63
0.0	280	Federal Funds	\$6,990.67
ll (	290	Food Service Funds	\$1,764.14

\$76,256.64

Payroll 280 290 Vendor Checks 87466 - 87472

Created By: 394645.hblinco

Posted By:

394645.hblinco

Date: 06/22/2022 13:52:58

Voucher No: 25

Voucher Date: 06/24/2022

Prepared By

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$41,064.87 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2021 to June 30, 2022 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

Andre' L. Ponder

Superintendent

Keith Neville

School Board President

Tyler Viani

School Board Vice President

Kathryn Castagnola

School Board Member

Candice Birchum

School Board Member

Juanita Diede

School Board Clerk

MINERAL COUNTY SCHOOL DISTRICT

	Fund		Amount
	100	General Fund	\$33,553.04
	206	PCFP English Learner (Restricted Funding)	\$684.28
	210	Class Size Reduction	\$0.00
1, 1	230	Adult Education	\$0.00
of ooks	240	State Grants	\$655.27
Oper	250	Special Education	\$2,054.67
	280	Federal Funds	\$3,476.98
Conday 20614	290	Food Service Funds	\$640.63
CALL SID			\$41,064.87
8741			

Created By: 394645.hblinco

Posted By:

394645 hblinco

Date: 06/22/2022 14:33:46

#### MINERAL COUNTY SCHOOL DISTRICT VOUCHER Voucher No: 1200 Voucher Date: 07/08/2022 Prepared By: Printed: 07/0 MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$382.90 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2021 to June 30, 2022 (period cannot overlap fiscal year end.) I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget. Andre' L. Ponde Superintendent Keith Neville School Board President School Board Vice President Tyler Viani School Board Member Kathryn Castagnola Candice Birchum School Board Member Juanita Diede School Board Clerk MINERAL COUNTY SCHOOL DISTRICT **Amount** Fund 100 General Fund \$382.90 \$382.90

Wender Cheekst #87543-87546

Voucher No: 1201

Voucher Date: 07/08/2022

22 Pre

Prepared By:

SMMQ (2111.2EW) Printed: 07/96/2022 11:18:08 AM

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$135,885.03 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2021 to June 30, 2022 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

Andre' L. Ponder

Superintendent

Keith Neville

School Board President

Tyler Viani

School Board Vice President

Kathryn Castagnola

School Board Member

Candice Birchum

School Board Member

Juanita Diede

School Board Clerk

MINERAL COUNTY SCHOOL DISTRICT

Fund		Amount
100	General Fund	\$99,256.30
206	PCFP English Learner (Restricted Funding)	\$446.41
210	Class Size Reduction	\$5,786.26
240	State Grants	\$2,085.21
250	Special Education	\$14,508.83
280	Federal Funds	\$12,051.98
290	Food Service Funds	\$1,750.04

\$135,885.03

PERS Ck #87547

### WARRANTS

#### MINERAL COUNTY SCHOOL DISTRICT VOUCHER Voucher No: 1154 Voucher Date: 04/29/2022 Prepared By: Printed: 04/29/ MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$1,800.00 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2021 to June 30, 2022 (period cannot overlap fiscal year end.) I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget. Superintendent Keith Neville School Board President Tyler Viani School Board Vice President Kathryn Castagnola School Board Member School Board Member Candice Birchum Juanita Diede School Board Clerk MINERAL COUNTY SCHOOL DISTRICT **Amount** Fund 280 \$1,800.00 Federal Funds

\$1,800.00

Created By: 394645.hblinco Posted By:

394645.hblinco

Date: 04/29/2022 11:15:30

Voucher No: 1178

Voucher Date: 05/19/2022

Prepared By:

Printed: 05/19/2022 05:20:56 PM

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$131,059.14 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2021 to June 30, 2022 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

Andre' L. Ponder

Superintendent

Keith Neville School Board President

Tyler Viani School Board Vice President

Kathryn Castagnola School Board Member

Candice Birchum School Board Member

Juanita Diede School Board Clerk

MINERAL COUNTY SCHOOL DISTRICT

Fund		Amount
100	General Fund	\$63,693.44
206	PCFP English Learner (Restricted Funding)	\$4,555.64
250	Special Education	\$10,543.43
280	Federal Funds	\$26,559.23
290	Food Service Funds	\$25,707.40

\$131,059.14

CK#3a/a81

Voucher No: 1182

Voucher Date: 05/25/2022

Prepared By:

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$97,892.08 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2021 to June 30, 2022 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget:

Superintendent

Keith Neville

School Board President

Tyler Viani

School Board Vice President

Kathryn Castagnola

School Board Member

Candice Birchum

School Board Member

Juanita Diede

School Board Clerk

MINERAL COUNTY SCHOOL DISTRICT

Fund		Amount
100	General Fund	\$63,256.17
206	PCFP English Learner (Restricted Funding)	\$4,826.62
208	PCFP At-Risk (Restricted Funding)	\$1,893.02
230	Adult Education	\$436.45
240	State Grants	\$281.27
250	Special Education	\$16,650.56
280	Federal Funds	\$4,075.44
290	Food Service Funds	\$6,472.55

\$97,892.08

240/8 25016

Created By: 394645 hblinco

Posted By:

394645.hblinco

Date: 05/25/2022 12:38:51

Voucher No:	1183	Voucher Date:	06/01/2022	Prepared By:	Systemash
					Printed: 06/01/2022 03:42:08 PM
					ants against MINERAL bligations incurred for value

COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$150.00 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2021 to June 30, 2022 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly-coded and not in excess of the budget.

Andre' L. Ponder

Superintendent

Andre E. Forder	departmentation
Keith Neville	School Board President
Tyler Viani	School Board Vice President
Kathryn Castagnola	School Board Member
Candice Birchum	School Board Member
Juanita Diede	School Board Clerk

MINERAL COUNTY SCHOOL DISTRICT

 Fund
 Amount

 100
 General Fund

 \$150.00

750M

Voucher No: 1184

Voucher Date: 06/03/2022

Prepared By:

Printed: 06/03/2022 04:53:36 PM

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$197,289.79 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2021 to June 30, 2022 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the

budget.

PC 15 1

dre L. Ponder Superintendent

Keith Neville

School Board President

Tyler Viani

School Board Vice President

Kathryn Castagnola

School Board Member

Candice Birchum

School Board Member

Juanita Diede

School Board Clerk

MINERAL COUNTY SCHOOL DISTRICT

CH#5 - 2501et

Fund		Amount
100	General Fund	\$25,682.86
206	PCFP English Learner (Restricted Funding)	\$17,240.35
208	PCFP At-Risk (Restricted Funding)	\$21,526.49
230	Adult Education	\$21.50
240	State Grants	\$43,866.95
250	Special Education	\$49,313.84
280	Federal Funds	\$16,116.63
290	Food Service Funds	\$17,845.17
300	Capital Projects Fund	\$5,676.00

\$197,289.79

Voucher No: 1185

Voucher Date: 06/08/2022

Prepared By:

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$69,247.06 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2021 to June 30, 2022 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget:

Andre' L. Ponder

Superintendent

Keith Neville

School Board President

Tyler Viani

School Board Vice President

Kathryn Castagnola

School Board Member

Candice Birchum

School Board Member

Juanita Diede

School Board Clerk

MINERAL COUNTY SCHOOL DISTRICT

Fund		Amount
100	General Fund	\$12,940.28
206	PCFP English Learner (Restricted Funding)	\$2,347.99
240	State Grants	\$3,461.82
250	Special Education	\$46,011.49
280	Federal Funds	\$2,918.00
290	Food Service Funds	\$1,567.48

\$69,247.06

Created By: 394645 hblinco

14x 2002 200g

Posted By:

394645.hblinco

Date: 06/08/2022 12:51:49

Voucher No: 1190

Voucher Date: 06/17/2022

7/2022 Prepared By:

Printed: 06/17/2022 05:24:20 PM

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$65,908.69 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2021 to June 30, 2022 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the

budget.

Andre' L. Ponder

Superintendent

Keith Neville School Board President

Tyler Viani School Board Vice President

Kathryn Castagnola School Board Member

Candice Birchum School Board Member

Juanita Diede School Board Clerk

MINERAL COUNTY SCHOOL DISTRICT

Fund		Amount
100	General Fund	\$38,499.70
206	PCFP English Learner (Restricted Funding)	\$4,005.35
250	Special Education	\$3,922.90
280	Federal Funds	\$18,188.77
290	Food Service Funds	\$1,291.97

\$65,908.69

Check \* Shift

Created By: 394645.hblinco

Posted By:

394645.hblinco

Date: 06/17/2022 16:17:45

Page:

1

Voucher No: 1194

CH#5,25158

Voucher Date: 06/23/2022

Prepared By:

Printed: 06/23/2022 04 59 30 PM

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$68,105.88 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2021 to June 30, 2022 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly-soded and not in excess of the budget.

Andre' L. Ponder

Superintendent

Keith Neville

School Board President

Tyler Viani

School Board Vice President

Kathryn Castagnola

School Board Member

Candice Birchum

School Board Member

Juanita Diede

School Board Clerk

MINERAL COUNTY SCHOOL DISTRICT

General Fund	\$21,491.66
PCFP English Learner (Restricted Funding)	\$1,127.75
PCFP At-Risk (Restricted Funding)	\$7,062.38
Adult Education	\$51.41
State Grants	\$5,889.02
Special Education	\$4,486.94
Federal Funds	\$27,996.72
	PCFP English Learner (Restricted Funding) PCFP At-Risk (Restricted Funding) Adult Education State Grants Special Education

\$68,105.88

Created By: 394645 hblinco

Posted By:

394645.hblinco

Date: 06/23/2022 15:46:26

Page:

1

Voucher No: 1196

Voucher Date: 07/01/2022

Prepared By:

3

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$54,807:18 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2021 to June 30, 2022 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the

budget.

25159-25176

Andre' L. Ponder

Superintendent

Keith Neville

School Board President

Tyler Viani

School Board Vice President

Kathryn Castagnola

School Board Member

Candice Birchum

School Board Member

Juanita Diede

School Board Clerk

MINERAL COUNTY SCHOOL DISTRICT

Fund		Amount
100	General Fund	\$27,211.76
208	PCFP At-Risk (Restricted Funding)	\$218.62
250	Special Education	\$1,339.10
280	Federal Funds	\$26,037.70

\$54,807.18

Created By: 394645 hblinco

Posted By:

394645.hblinco

Date: 07/01/2022 09:22:06

### PERSONNEL REPORT

## MINERAL COUNTY SCHOOL DISTRICT PERSONNEL REPORT 7.12.22

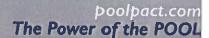
### CERTIFIED HIRINGS:

NAME OF RECOMMENDED NEW HIRE		NAME OF RECOMMENDED NEW HIRE	Theresa Vinson		NAME OF RESIGNED/TERMINATED EMPLOYEED RECOMMENDED EMPLOYEE	Tom Gallegos	Martin Waggoner	Lucas Thomas	Leo Dykstra		NAME OF RECOMMENDED NEW HIRE	Tanner Owens	Antonio Dominguez	Susan Fisher	Hannah Greenwood	Kellie Orndorff	Toni Dodge	Stacie King	Rebecca Benner	Marcelene McGarva	Emmalou Solitana	
EFFECTIVE DATE		EFFECTIVE DATE	7/1/2022		EFFECTIVE PARE	6/3/2022	8/15/2022	8/15/2022	8/15/2022		EFFECTIVE DATE	6/2/2022	6/2/2022	5/9/2022	8/17/2022	6/6/2022	6/6/2022	6/6/2022	6/6/2022	6/6/2022	6/6/2022	0000000
FUNDING		FUNDING	General		FUNDING	General	General	General	General		FUNDING											
REPLACING		REPLACING			DOES POSITION NEED REPLACING	×	×	×	×		REASON	Baseball	Baseball							Summer School	Summer School	-
ESTABLISHED		ESTABLISHED			ESTABLISHED	Retiring	Relocating	Relocating	Refocating		TRANSFER/ ESTABLISHED			×	×	×	×	×	×	×	×	^
NEW		NEW	×		NEW						NEW	×	×									
POSITION		POSITION	Finance Manager	MINATION:	POSITION	Maintenance Supervisor	Teacher	Teacher	Teacher	IONS:	POSITION	Volunteer	Volunteer	Fiscal Reporting	HES Sped Para Pro	SPED ESY Para Pro	SPED ESY Teacher	SPED ESY Teacher	SPED ESY Para Pro	Summer School Para Pro	Summer School Tutor	Summer School Tutor
SCHOOL/SITE	CLASSIFIED HIRINGS:	SCHOOL/SITE	OG	RESIGNATIONS/ TERMINATION:	SCHOOL/SITE	OQ	HJH/MCHS	HJH/MCHS	HJH/MCHS	<b><i>THER CONSIDERATIONS:</i></b>	SCHOOL/SITE	HJH/MCHS	HJH/MCHS	DO	HES	MCHS	MCHS	SES	SES	SES	HJH/MCHS	H.IH/MCHS

# MINERAL COUNTY SCHOOL DISTRICT PERSONNEL REPORT 7.12.22

no	field	nosı	ırna	urst	olulo
Steve Hudson	Breanna Hatfield	Herbert Johnson	Felicia Skvarna	Claire Hayhurst	Kathleen Daulo
6/6/2022	6/6/2022	6/6/2022	6/6/2022	6/6/2022	6/6/2022
Summer School	Summer School	Summer School	Summer School	Summer School	
×	×	×	×	×	×
Summer School Tutor	Summer School Tutor	Summer School bus driver	Summer School Tutor	Summer School Tutor	SPED ESY Teacher
HJH/MCHS	HJH/MCHS	SES	HES	HES	SES

## ACTION ITEM#1





Prepared For:

**Mineral County School District** 

Prepared By

Isom Realty & Insurance

THANK YOU FOR
YOUR
MEMBERSHIP!



### Dear POOL Member:

Thank you for your continuing leadership commitment to serving your communities by fulfilling your public service mission. The POOL continues to offer programs, services and support for Members' financial security and collaborating with you in support of your mission.

This Member Coverage Summary reflects the successful negotiations with multiple markets to obtain cost-effective terms, conditions and pricing for approval by the POOL Board on behalf of all Members.

As owners of the POOL, you approved the extensive risk management services, such as POOL/PACT HR services including its training courses and ELearning modules on important HR topics. Enrollment in POOL's ELearning programs including Target Solutions Fire/EMS training, KnowBe4 email security training continues to reach an increasing number of employees for convenient and cost-effective learning. Our ongoing focus on law enforcement policies and practices targeted jail and road operations with onsite and virtual assessments and sample policies.

We encourage you to discuss the POOL's services with staff and your agent. We regularly update our website and encourage you to visit <a href="www.poolpact.com">www.poolpact.com</a> to utilize a growing base of HR and risk management information in the resource libraries. While there, look for the POOL Coverage documents, board and committee agendas and minutes.

Thanks to all Member volunteers who serve on our boards and committees. These volunteers do a superb job of representing the interests of the Members of your POOL.

Sincerely,

Wayne Carlson Executive Director

Nevada Public Agency Insurance Pool



RENEWAL PROPOSAL	COVERAGE PERIOD	NAMED ASSURED	MAINTENANCE DEDUCTIBLE
	07/01/2022 — 07/01/2023	Mineral County School District	*See Below
	Standard Time		

### **Property Coverage**

Coverage	Limit per Loss	
Property	\$300,000,000	Per Schedule of Locations

The following sub-limits apply to Section V. C. Extensions of Property Coverage:

The following sub-limits apply to Section v				
Accounts Receivable	\$5,000,000 per loss			
Arson Reward	10% up to \$25,000 per loss			
Debris Removal - Mold/ Asbestos	\$100,000			
Earthquake	\$150,000,000 aggregate			
Flood	\$150,000,000 aggregate			
	\$25,000,000 aggregate - Flood Zone A			
Equipment Breakdown	\$100,000,000 per loss			
<ul> <li>Loss of Income &amp; Extra</li> </ul>	included			
Expense				
<ul> <li>Hazardous Substance Coverage</li> </ul>	\$250,000 per loss			
Spoilage Coverage	\$250,000 per loss			
Data Restoration	\$100,000 per loss			
Electrical Risk Improvements	\$10,000			
Expediting Expenses	\$25,000 per loss			
Unintentional Errors and Omissions	\$5,000,000 per loss			
Money and Securities	\$500,000 per loss			
Ordinance or Law – LEED Building	\$500,000			
Agreed Value Vehicles	Per Attachment D, if applicable			
- La				



### **Liability Coverage**

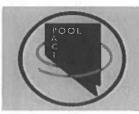
The Limits of Liability are as follows:

Coverage	Limit per Named Assured	Annual Aggregate Limit per <b>Named Assured</b>
Per <b>Event</b>	\$10,000,000	\$10,000,000
All Sublimits are a part of and not in add Liability Sublimits:	lition to the Limits of Liab	oility.
<ul> <li>Additional Assured (Lessors) (Section I, item 2)</li> </ul>	\$2,000,000	
<ul> <li>Weed Spray Property</li> <li>Damage (Section IV, item 3</li> <li>(B) (2) (ix))</li> </ul>	\$250,000	\$250,000
<ul> <li>Emergency Response to Pollution (Section IV, item 3 (B) (2) (v))</li> </ul>	\$1,000,000	\$1,000,000
<ul> <li>Criminal Defense Fees and Costs (Section VI, part C, item</li> <li>4)</li> </ul>	\$50,000	\$50,000
<ul> <li>Defense for Regulatory         Agency Actions (Section VI,         part C, item 16)     </li> </ul>	\$50,000	
Sexual Abuse Sublimit (Section VI, part C, item 21)	\$2,500,000	\$2,500,000
Retroactive Date		May 1, 1987 except as shown in Attachment C



### **Cyber Risk Coverage Form**

CYBER SECURITY RISK COVERAGE PART ONE: Terms and Conditions		
SECURITY RISK COVERAGE LIMITS	Limit per Named Assured Per PRIVACY OR SECURITY EVENT	Annual Aggregate Limit Per All Named Assureds
PART TWO: Privacy or Security Liability Limits	3,000,000	3,000,000 up to \$15,000,000 aggregate all POOL Members combined
The following sublimits are a part of addition to the Limits of Liability:	and not in	
PART THREE: Security Failure/Privacy Event Management Coverage	\$100,000	
PART FOUR: Network Interruption Coverage	\$250,000	Waiting Hours Period:12 hours
Proof of LossPreparation Costs (as defined), (Separate Limit)	\$50,000	
Retroactive Date		July 1, 2013



### **Environmental Liability Coverage**

The Limits of Liability are as follows:

Coverage A	Third Party Claims for Bodily Injury, Property Damage or Remediation Expense
Coverage B	First Party Remediation Expense
Coverage C	Emergency Response Expense
Coverage D	Business Interruption

COVERAGE	DEDUCTIBLE	EACH INCIDENT	AGGREGATE
		LIMIT	LIMIT
A,B,C	\$25,000	\$2,000,000	\$10,000,000

COVERAGE	DEDUCTIBLE	BUSINESS	BUSINESS
		INTERRUPTION LIMIT	INTERRUPTION
		(Days)	LIMIT (\$)
D	3 Days	365	\$2,000,000



### **Student Accident Coverage**

The Limits are as follows:

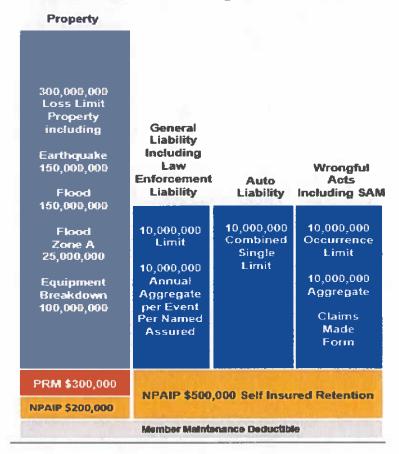
Student Accident insurance provides coverage during the hours and days when school is in session, while participating in school sponsored and supervised activities. Coverage includes participation in Interscholastic Sports; including Football, Religious Education Classes, One Day Field Trips and Overnight Field Trips (no more than 7 consecutive nights). This includes travel directly (uninterruptedly) to and from a regularly scheduled activity with other members as a group. Travel must be supervised by a person authorized by the school. This policy should replace any policy that is currently being purchased or offered to schools and students.

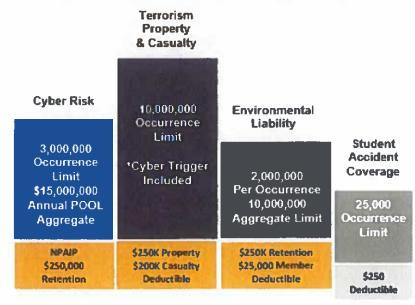
Coverage	Limits and Premium
Accidental Medical Expense: Maximum Benefit	\$25,000
*Deductible Amount	\$250

<sup>\*</sup> Deductible applies to parents' claims expense, not school district



### NPAIP 2022-2023 Program Structure







### **Member Contribution:**

Total Cost:	\$175,297.61
Agent Compensation:	\$12,265.93
Total Program Cost Including All POOL Services:	\$187,563.54

\*Maintenance Deductible: \$1,000 Except Section VI Wrongful Acts \$5,000



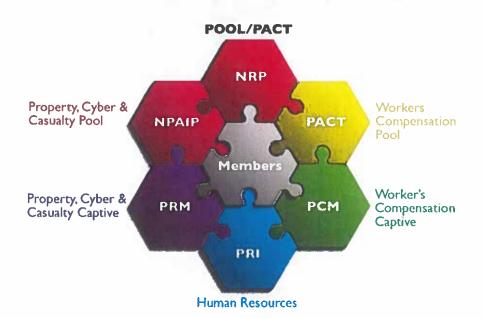
### POOL/PACT - HERE FOR YOU

### **Members Helping Members**

In 1987, four Nevada counties formed their own risk sharing pool. Now over thirty years later, the majority of Nevada's public entities remain committed to each other and the mission of their risk pool organization. POOL/PACT continues to excel in providing an unparalleled level of service to our members. Our mission seeks to help members manage their risks so they can serve the public effectively.

The POOL Board is comprised of dedicated, hardworking, and ethical Member leaders focused on public risk management. They continue to do an excellent job of representing the interests of the Member-owners of POOL/PACT.

Our members continue to see great value in being part of POOL/PACT because of extensive services, which keeps membership retention strong. POOL/PACT encourages you to discuss the services we offer with your insurance agent – its valued partner in the POOL program.



### **POOL Executive Committee**

Josh Foli - Chair (Lyon County)
Geof Stark - Vice Chair (Churchill County)
Amanda Osborne - Director (Elko County)
Dan Murphy - Director (Pershing Co.SD)
Gina Rackley - Fiscal Officer (Humboldt Co)
Ann Cyr - Director (Carson City SD)
Scott Lindgren - Director (TDFPD)

### **PACT Executive Committee**

Paul Johnson - Chair (White Pine CSD)
Mike Giles - Vice Chair (City of Lovelock)
Amana Osborne - Trustee (Elko County)
Josh Foli - Fiscal Officer (Lyon County)
Robyn Dunckhorst - Trustee (Humboldt GH)
Craig Roissum - Trustee (City of Caliente)
Joe Westerlund - Trustee (Town of Tonopah)



### PROGRAMS AND SERVICES AVAILABLE TO POOL/PACT MEMBERS

### **RISK MANAGEMENT**

### **Training**

POOL/PACT provides extensive training. Examples include: Portable Fire Extinguisher Training • Safe Driving Techniques • Blood Borne Pathogens • Ethics • Nevada Open Meeting Law • POOL/PACT 101 • Positive Governance. Visit www.poolpact.com for more information.

### **eLearning**

POOL/PACT provides a dynamic eLearning platform, ongoing and timely learning courses, and support for: Human Resources • Employee Safety • Cyber Security • Risk Management • Health and Wellness • Emergency Medical Services • Fire Safety • and many more!

### **Risk Management Programs**

Member Value and Performance (MVP) Review • Infrared Thermography (IRT) • Safety Policies and Procedures Review • Site Surveys • OSHA Compliance Assistance • Safety and Loss Control Committee Review and Development • Improved Security Systems • Swimming Pool Safety Training and Inspections • School District Hazard Vulnerability Assessments and Emergency Operations Plan Reviews • Claims Analysis • Written Workplace Safety Plan Review and Development

### Law Enforcement and Fire Protection

On-line Law Enforcement training, policies, and best practices from the Legal Liability Risk Management Institute • Jail assessment and policy review for members operating correctional facilities. • Fire and EMS training, policies, and best practices from TargetSolutions. • Fit For Retirement, a Complete Wellness program, that includes mental health, advanced testing, dietician, and fitness guidance for full-time first responders.

### Risk Management Grant Program and Loss Control Excellence Program

- Loss Control grants to help mitigate or eliminate risk to employees and liability exposure.
- Five, \$2,000 risk management educational grants available to each member each year.
- Loss Control Excellence Program with financial incentive.

### 24-7-365 Workers Compensation Nurse Triage Program

PACT members are eligible to use our innovative and streamed lined WC information and reporting system for non-life-threatening on-the-job injuries

### **Cybersecurity**

All POOL members are provided a KnowBe4 online account subscription • Ongoing and updated Cybersecurity training • Best Practices • Cyber Incident Response templates and guidance • Network assessments • Virtual Risk Officer

### **MSDSOnline**

OSHA and state compliance with safety data sheet management and updates are available online to ensure compliance and updated information.

For additional information contact Marshall Smith or Jarrod Hickman, POOL/PACT Risk Managers, (775) 885-7475 website: <a href="www.poolpact.com">www.poolpact.com</a>



### PROGRAMS AND SERVICES AVAILABLE TO POOL/PACT MEMBERS

### **HUMAN RESOURCES**

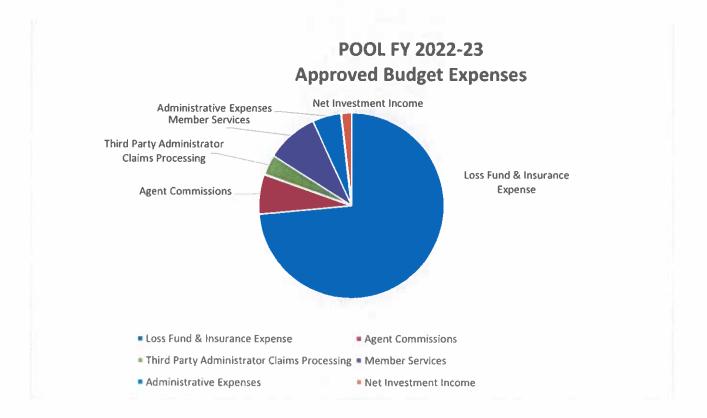
A variety of services are offered through POOL/PACT HR. We work with each member individually to address their specific HR-related needs and reduce liability. The basic services include:

- Consultation with members to manage and resolve critical employment-related issues to include identifying options, providing step-by-step guidance, monitoring progress, and answering questions.
- In-person and virtual instructor-led training courses, workshops, and certificate programs.
- eLearning and live online training courses available 24/7 and tracked for completions.
- · Webinars on HR-related topics.
- On-site assessments of members' HR practices with recommendations.
- Communication issued as "Alerts" and "Notices" to inform members when a significant HR-related law or practice has changed.
- On-site HR Briefings tailored to specific needs/requests of members.
- · Sample personnel policies which may be adopted for use by members.
- Sample job description templates and numerous HR forms that can be tailored for use by members.
- Salary schedule database available on our website for member reference.
- Summary of HR-related legislation produced each legislative session.
- HR Scholarships to assist member HR representatives in attaining nationally recognized HR certifications.
- Annual HR Conference providing HR representatives and CEOs valuable information on communication, leadership, and legal compliance.

For additional information contact Stacy Norbeck, POOL/PACT Human Resources Manager, (775) 887-2240 email: stacynorbeck@poolpact.com website: <a href="https://www.poolpact.com">www.poolpact.com</a>



### **POOL 2022-2023 APPROVED BUDGET AND EXPENSES**



Pool Budget	Approved Budget		% Allocation	
Loss Fund & Insurance Expense	\$	17,163,656	74.2%	
Agent Commissions	\$	1,567,177	6.8%	
Third Party Administrator Claims Processing	\$	800,575	3.5%	
Member Services	S	2,052,526	8.9%	
Administrative Expenses	\$	1,139,947	4.9%	
Net Investment income	\$	413,421	1.8%	
Total Budget	S	23,137,301	100.0%	



### **POOL/PACT CONTACTS**

Nevada Risk Pooling (NRP) (775) 885 7475

Wayne Carlson, Executive Director, ext 132 waynecarlson@poolpact.com

Alan Kalt, Chief Financial Officer, ext 128 akalt@poolpact.com

Marshall Smith, Risk Manager, ext 104 marshallsmith@poolpact.com

Jarrod Hickman, Risk Manager, ext 133 jarrodhickman@poolpact.com

Mike Van Houten, eLearning Administrator, ext 101 eLearning@poolpact.com

Stephen Romero, Member Relations Manager, ext 110 stephenromero@poolpact.com

Pooling Resources, Inc. (POOL/PACT HR) (775) 887 2240

Stacy Norbeck, General Manager, ext 107 stacynorbeck@poolpact.com

Neal Freitas, Sr. HR Business Partner, ext 113 nealfreitas@poolpact.com

Ashley Creel, Sr. HR Business Partner, ext 105 ashleycreel@poolpact.com

Jeff Coulam, Sr. HR Business Partner, ext 106 jeffcoulam@poolpact.com

Lessly Monroy, HR Business Partner, ext 108 Lesslymonroy@poolpact.com

**Davies Claims Solutions** 

Donna Squires, Claims Manager (775) 329 | 181 Donna.squires@Davies-group.com

Margaret Malzahn, WC Claims Supervisor (775) 329 1181 Margaret.malzahn@Davies-group.com



### NPAIP MEMBERSHIP

### Countles:

Carson City
Churchill County
Elko County
Esmeralda County
Eureka County
Humboldt County
Lander County
Lincoln County
Lyon County
Mineral County
Nye County
Pershing County
Storey County
White Pine County

### Towns:

Town of Gardnerville
Town of Genoa
Town of Minden
Town of Pahrump
Town of Round Mountain
Town of Tonopah

### School Districts:

Carson City School District
Churchill County School District
Douglas County School District
Elko County School District
Esmeralda County School District
Eureka County School District
Eureka County School District
Humboldt County School District
Lander County School District
Lincoln County School District
Lyon County School District
Mineral County School District
Nye County School District
Pershing County School District
Storey County School District
White Pine County School District

### Cities:

Boulder City
City of Caliente
City of Carlin
City of Elko
City of Ely
City of Fernley
City of Lovelock
City of Wells
City of West Wendover
City of Winnemucca
City of Yerington

### Fire Districts:

Moapa Valley Fire Protection District
Mt. Charleston Fire Protection District
North Lake Tahoe Fire Protection District
North Lyon County Fire Protection District
Pahranagat Valley Fire District
Tahoe Douglas Fire Protection District
Washoe County Fire Suppression
White Pine Fire District

### Others:

Central Nevada Historical Society Central Nevada Regional Water Authority County Fiscal Officers Association of Nevada Douglas County Redevelopment Agency Elko Central Dispatch Elko Convention & Visitors Authority **Humboldt River Basin Water Authority** Lincoln County Regional Development Mineral County Housing Authority Nevada Association of Counties Nevada Commission for the Reconstruction of the V & T Railway Nevada League of Cities Nevada Risk Pooling, Inc. Nevada Rural Housing Authority Pooling Resources, Inc. Regional Transportation Commission of Washoe County Truckee Meadows Regional Planning Agency U.S. Board of Water Commissioners Virginia City Tourism Convention Western Nevada Regional Youth Center White Pine County Tourism

### Special Districts:

Alamo Water & Sewer District

Amargosa Library District **Beatty Library District Beatty Water & Sanitation District** Canyon General Improvement District Carson-Truckee Water Conservancy District Carson Water Subconservancy District Churchill County Mosquito, Vector and Weed Control District **Douglas County Mosquito District Douglas County Sewer** East Fork Swimming Pool District Elko County Agricultural Association Elko TV District Fernley Swimming Pool District Gardnerville Ranchos General Improvement District Gerlach General Improvement District **Humboldt General Hospital** Incline Village General Improvement District Indian Hills General Improvement District Kingsbury General Improvement District Lakeridge General Improvement District Lincoln County Water District Logan Creek Estates General Improvement District Lovelock Meadows Water District Marla Bay General Improvement District Mason Valley Swimming Pool District Minden Gardnerville Sanitation District Moapa Valley Water District Nevada Association of Conservation Districts Nevada Association of School Boards Nevada Association of School Superintendents Nevada Tahoe Conservation District Northern Nye County Hospital District Pahrump Library District Palomino Valley General Improvement District Pershing County Water Conservation District Sierra Estates General Improvement District Silver Springs General Improvement District Silver Springs Stagecoach Hospital Skyland General Improvement District Smoky Valley Library District Southern Nevada Area Communication Council Southern Nevada Health District Stagecoach General Improvement District Sun Valley General Improvement District **Tahoe Douglas District** Topaz Ranch General Improvement District Tahoe Reno Industrial General Improvement District Tonopah Library District Walker Basin Conservancy Walker River Irrigation District Washoe County Water Conservation District West Wendover Recreation District Western Nevada Development District White Pine Television District #1 Zephyr Cove General Improvement District

Zephyr Heights General Improvement District

THANK YOU FOR YOUR MEMBERSHIP!

### ACTION ITEM #2

## ACTION ITEM#3

### **BID PROPOSAL**

MINERAL COUNTY SCHOOL DISTRICT C/O SUPERINTENDENT 751 A Street Hawthorne, Nevada 89415

Gentlemen:

I (we) hereby submit my (our) proposal bid for the:

Mineral County School District -Roof Projects - MCSD-DO-2022-04

In compliance with your published Invitation to Bid, the undersigned as bidder declares that he has carefully examined the location of the proposed work and the Plans and Specifications therefore, together with addenda numbered 1 through 1,

and I (we) propose and agree that if this proposal is accepted, I (we) will contract with the Mineral County School District to provide all necessary labor, machinery, tools, apparatus, and other means of construction, and do all the work and furnish all the materials required to complete construction of the project, in a satisfactory manner at the prices stated in the bid proposal.

Construction shall be in strict conformity with the Plans, Specifications, and contract documents prepared therefore, which hereby are made a part of this proposal.

The bidder proposes and agrees to contract with Mineral County School District to furnish and perform all of the described work, including subsidiary obligations as defined in said contract documents and specifications and to complete the work in the manner and within the time limits set forth in the Contract Documents.

### **BID SCHEDULE**

B	A.	c	C .	b	í	$\Box$
D/	ч	J	С.	D	1	v

The undersigned, having examined the Contract Documents prepared by Mineral County School District, 751 A Street, Hawthorne, NV 89415 dated April 20, 2022, and having visited the site and examined all conditions affecting the work, hereby proposes and agrees to furnish all labor, materials,

equipment, facilities, taxes, permits, insurance and means of construction necessary for the

work of the:

### Mineral County School District-Roof Projects – MCSD-DO-2022-04,

dollars (\$ 90,000.00)

in accordance with the Contract Documents for the stipulated sum(s) as follows:

Mineral County School District: District Service Center Section #5

AMOUNT Ninety Thousand	dollars (\$ 90,000.00

If the undersigned be notified of the acceptance of his proposal, he agrees to execute the Agreement within ten (10) calendar days for the work covered in his proposal for the above stated prices as full compensation for furnishing all materials and labor, and doing all of the work, in strict accordance with the contract documents, to the satisfaction of the Project Manager.

The undersigned further agrees to commence the work within the time stated in the Notice to Proceed and to complete the work specified within the time stated in the Agreement.

The undersigned states that he has a thorough understanding of the conditions embodied in the contract documents and specifications.

Enclosed find cashier's check, certified check, of bid bond in an amount equal to at least five percent (5%) of the total amount bid.

By_Criag Opel
Address 28770 Ave 14 1/2
Madera CA 93638
Nevada Contractor's License No. 0078217
Date6/14/22

### PREFERENTIAL BIDDER STATUS

A copy of a valid *Certificate of Eligibility* to receive a preference in bidding on Mineral County School District projects issued to him/her by the State Contractors' Board must be submitted with his/her bid to **Mineral County School District** in accordance with N.R.S. 338.147 for the preference to be considered. This statute does not apply to projects expected to cost less than \$100,000.00.

[An example of the reference Bidding Certifications is shown on next page.]

Not requesting preference.

### PRIME CONTRACTOR FORM

0078217		
(Nevada Contractors License #)		
(Name of Officer) is authorized to bid and to enter i		
,		
a partnership sole proprietorship		
Title Signature President		
Secretary		
(Name of Officer), certify that the above lists includes a he above mentioned firm corporate structures to the b		
	1 +	
	Ideal	
	(Name of Officer) is authorized to bid and to enter in a partnership sole proprietorship  Title Signature President Secretary  (Name of Officer), certify that the above lists includes a	

### LIST OF SUBCONTRACTORS 5% List

### **SUBMITTED WITH BID**

List below the name, address, and Contractor's license number of each subcontractor who will provide labor or a portion of the work on the project for which the subcontractor will be paid an amount exceeding 5 percent of the Contractor's total bid. In addition, for each portion of the work to be completed by a subcontractor, list that subcontractor's name, address and Contractor's license number. For each of those listed, also describe the type or kind of work the subcontractor will perform. Per revised NRS 338.141 (as amended by SB268), the prime contractor shall list itself on the subcontractor's list if it will be providing any of the work on the project. The prime contractor shall clearly show what quantity of work, by percentage, that will be performed by the prime contractor and each listed first tier subcontractor.

CONTRACTOR NAME AND ADDRESS	KIND OF WORK	LICENSE NO.	% WORK PERFORMED
1. (Prime) Brazos Urethane , Inc.	Roofing	0078217	100%
2.			
3.			
4.			
5.			
6.			

Note: Within 2 hours after bid opening, the bidders who submitted the lowest bids must submit a list of the name and contractor's license number of each contractor who will provide labor or a portion of the work on the project for which he will be paid an amount exceeding one percent (1%) of the prime contractor's total bid or \$50,000, whichever is greater. A bidder who fails to submit the lists as required herein within the time prescribed herein shall be deemed not responsive.

A bidder whose bid is accepted may not substitute subcontractors named in the bid or listed within 2 hours after bid opening, except as provided in NRS 338.141 (3).

Email 2-hour 1% list to:

**Andre Ponder** 

at Ponder andre@nvmcsd.org

### TWO HOUR ONE PERCENT LIST OF RESPONSIBLE TRADES

### PURSUANT TO NRS 338 PRIME CONTRACTORS MUST LIST THE WORK THEY INTEND ON COMPLETING THAT MEETS THE REQUIREMENTS OF 1% ON THIS FORM

List below the name, address and contractor's license number for each company by trade who will provide labor or a portion of the work on this project for which the company will be paid an amount exceeding one percent (1%) of the prime contractor's <u>total bid</u> or \$50,000, whichever is greater. (Attach additional sheets if necessary.) Per revised NRS 338.141 (as amended by \$8268), the prime contractor shall list itself on the subcontractor's list if it will be providing any of the work on the project. The prime contractor shall clearly show what quantity of work, by percentage, that will be performed by the prime contractor and each listed first tier subcontractor.

CONTRACTOR NAME AND ADDRESS	KIND OF WORK	LICENSE NO.	% WORK PERFORMED
1. (Prime)			
Brazos Urethane, inc.	Roofing	0078217	100%
2.			
3.			
4.			
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6.			
Ballo selva artika			

Note: Within 2 hours after bid opening, the bidders who submitted the lowest bids must submit a list of the name and contractor's license number of each contractor who will provide labor or a portion of the work on the project for which he will be paid an amount exceeding one percent (1%) of the prime contractor's total bid or \$50,000, whichever is greater. A bidder who fails to submit the lists as required herein within the time prescribed herein shall be deemed not responsive.

A bidder whose bid is accepted may not substitute subcontractors named in the bid or listed within 2 hours after bid opening, except as provided in NRS 338.141 (3).

Email 2-hour 1% list to: Andre Ponder at Ponder.andre@nvmcsd.org

### **AFFIDAVIT OF NONCOLLUSION**

State of CA ) SS	
County of Madera	
Craig Opel	(Name of party signing this affidavit and the Proposal Form)
Western Division VP	(title)under penalty of perjury, being duly sworn
Depose and say: That Brazos Urethane, inc. corporation) has not, either directly or indirectly otherwise taken any action in restraint of free com	(name of person, firm, association, or, entered into agreement, participated in any collusion, or petitive bidding in connection with this Contract.
Signature	
Western Division VP	
Title	
SUBSCRIBED AND SWORN to before me	
This day of, 20	_·
NOTARY PUBLIC Please See Atta	Ched

CALIFORNIA JURAT WITH AFFIANT STATEMEN	GOVERNMENT CODE § 8202
BRESTENDIERENDIERENDIERENDIERENDIERENDIERENDIERENDIERENDIERENDIERENDIERENDIERENDIERENDIERENDIERENDIERENDIEREND	RESENENCIA CONTRACTO DE CONTRAC
See Attached Document (Notary to cross out lines of See Statement Below (Lines 1–6 to be completed of	I–6 below) nly by document signer[s], not Notary)
1	
3	
4	
6	
Signature of Document Signer No. 1	Signature of Document Signer No. 2 (If any)
A notary public or other officer completing this certificate ver to which this certificate is attached, and not the truthfulness	Ifles only the identity of the individual who signed the document , accuracy, or validity of that document.
State of California	Subscribed and sworn to (or affirmed) before me
County of Madera	on this 15 day of June 20 22 by Date Month Year
i e	11) Craig Opel
ALONZO TOVAR Notary Public - California Madera County Commission # 2347365 My Comm. Expires Feb 16, 2025	name(s) of Signer(e)  proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.
Place Notary Seal and/or Stamp Above	Signature Signature of Notary Public
•	90
Completing this Information can	deter alteration of the document or form to an unintended document.
Description of Attached Document	
Title or Type of Document: Affrdavit of	Noncollasian
Document Date: June 15, 2022	Number of Pages:
Division of the Then Named Above:	

©2019 National Notary Association

### CERTIFICATE REGARDING INELIGIBLE CONTRACTORS

Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion from Transactions Financed in Part by The U.S. Government

l,	Craig (	raig Opel , Western Division VP		, hereby	
		(Name of Certifying Officer)	(Title of Certifying Officer)	<del></del>	
certi	fy that	Brazos Urethane, inc.	:		
		(Name of Contractor)			
1.		ipation by any Federal department or age	sed for debarment, declared ineligible, or volunta ency or from participation in Mineral County Scho	-	
			;		
2.	agains perfor State	st them for commission of fraud or a crimming a public (Federal, State or local) tra	this proposal been convicted of or had a civil judginal offense in connection with obtaining, attemposaction or contract under a public transaction; was lement, theft, forgery, bribery, falsification or decoperty;	oting to obtain, or iolation of Federal or	
3.		not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or I) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and			
4.		not within a three-year period preceding terminated for cause or default.	thin a three-year period preceding this proposal had one or more public transactions (Federal, Sta lated for cause or default.		
		Principal Participant is unable to certify t ipant shall attach an explanation to this o	o any of the statements in this certification, such ertification.	prospective Principal	
	provis	·	accuracy of the above statement, and I understa 801 et seq., {Administrative Remedies for False C		
Вга	zos Ure	ethane, inc.			
Nam	Name of Contractor				
287	70 Ave	14 1/2			
Stree	Street Address of Contractor		<del></del>		
Mac	lera CA	x 93638			
City,	State, Z				
			559-674-1111		
Sign	ature		Telephone Number of Contractor		

(Note: The above certification merely certifies that a Proposer and its subcontractors are not declared by the Federal Government or have not voluntarily declared themselves debarred, suspended, or declared ineligible from doing transactions with the Federal Government or any of its agencies.)



### THE GARLAND COMPANY, INC.

### HIGH PERFORMANCE ROOFING AND FLOORING SYSTEMS

NATIONWIDE: 800-321-9336

05/26/2022

To: All Bidding Contractors

From: Tim Samaniego / Garland Company, Inc.

Re. Addendum #1, Mineral County School District Admin Section #5

- 1. Contractor is to include in their Base Bid, 200 sq feet of foam replacement
- 2. Replace both (2) drain bowls and install new foam, properly seal each drain, Mineral County School District will replace the elbow below the drain bowl. Contractor to coordinate work the other trades.
- Contractor to coat to the top of the fascia wall
   Contractor to water test the two (2) internal drains
   Remove any abandoned penetrations

End of addendum #1

Addendum #1 mu	st be signed, dated and returned wi	th bid to confirm receipt and acknowledgment
Signed		Date 6/14/22
	C : O 1	17410
Print Name_	Craig Opel	

### **BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Brazos Urethane, Inc.
, as Principal, and Merchants Bonding Company (Mutual)
6700 Westown Parkway, West Des Moines, Iowa 50266
(Legal description and address of Surety)
authorized to do business of Surety in Mineral County, as Surety, are held and firmly bound unto Mineral County School District, as Owner, in the sum of <u>Five Percent of Greatest Amount Bid</u> Dollars (\$5 % G.A.B.), (which is not less than 5% of the contract price) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, and administrators, successors, and assigns.
Signed this 10th day of June , 20 22 .
The conditions of the above obligation are such that whereas the principal has submitted to Mineral County School District, a certain bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the:  Mineral County School District-Roof Projects, MCSD-DO-2022-04
Now, therefore, if said bid shall be rejected, or in the alternative, if said bid shall be accepted and the Principal shall execute and deliver a Contract in the form of contract attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his Faithful Performance of said Contract, and a Bond for the payment of all persons performing labor or furnishing materials in connection therewith, and shall provide and comply with the insurance requirements, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void.
Otherwise, the same shall remain in force and effect, and the sum herein specified paid over to the Owner, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the amount of this obligation as herein stated.
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of such extension.
In Witness, whereof, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their officers, the day and year first set forth above.

		Princip	al Brazos Urethane, Inc.
(Seal)		Ву	Howard W. Scoggins III/President
		Surety	Merchants Bonding Company (Mutual)
		Ву	Donna Weinel, Attorney-In-Fact
STATE OF NEVADA	)		
	) SS:		
COUNTY OF Mineral)			
On this day of _		<u>,</u> 20	, personally appeared before me, a Notary
			, who acknowledged to me that he/she was the
Surety authorized to si	ign the foregoing Bid Bon	ıd.	
(Seal)			NOTARY PUBLIC



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Betty A Bush; Donna Weinel; G C Blystone Jr; Jennifer Mitchell; Mark Smith

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 19th day of

Janua

. 2022

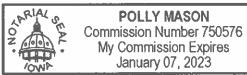
TIONAL SUNG COMPORED OF THE STATE OF THE STA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

President

STATE OF IOWA COUNTY OF DALLAS ss.

On this 19th day of January 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 10th day of

June

2022

TIONA RPOR O 2003



William Warner Is.

POA 0018 (1/20)

### Certificate of Acknowledgement:

State of <u>Texas</u> County of <u>Galveston</u>

On this 10th day of June	in the year of 2022 before me, a
notary public in and for the county and st	ate aforesaid, personally appeared,
Donna Weinel	known to me to be the person whose
name is subscribed to the within instrume	ent and known to me to be the attorney-in-fact of
Merchants Bonding Company (Mutual)	and acknowledged to me that he
subscribed the name of the said company	thereto as surety, and his own name as
attorney-in-fact.	

JENNIFER MITCHELL My Notary ID # 133188307 Expires July 2, 2025 Notary Public Public Mittall

### Amended

### Certificate Authority

### STATE OF NEVADA **DEPARTMENT OF BUSINESS & INDUSTRY DIVISION OF INSURANCE**

Carson City, Nevada

Nevada ID #:

1331

THE

**MERCHANTS BONDING COMPANY (MUTUAL)** 

Incorporated in the State of IOWA

Home office at

WEST DES MOINES, IOWA

having duly qualified, is hereby licensed to transact:

\*\* PROPERTY ~ CASUALTY (Excluding Workers' Compensation) ~

insurance business within the State of Nevada until terminated at the request of the insurer or suspended or revoked by the Commissioner of Insurance.



Original Certificate Dated at Carson City, Nevada

this 21st day of January, 1987

Amended this 24th day of September, 2015

## ACTION ITEM #5

0

## MEMORANDUM OF UNDERSTANDING (MOU) Between Mineral County School District (Board of Trustees) And (Mineral County Classified School Employees Association)

This is an agreement between the Classified Union "MCCSEA" and the Mineral County School District, Board of Trustees.

- Purpose. The purpose of this Memorandum of Understanding (MOU) is to adjust section 2-2 from the MCCSEA to remove "Human Resources" from the list of positions covered by the collective bargaining agreement between Mineral County Classified School Employees Association and the Mineral County School District.
- II. In particular, this MOU is intended to amend Section 2-2 of the CBA to read as follows:
  - **2-2** Specifically excluded from membership only are confidential employees, temporary employees, substitute employees and supervisors. The following district office staff: Payroll Clerk, Administrative Secretary, Data Management/Infinite Campus, Human Resource, and Grants Manager, are recognized as members of the MCCSEA, but cannot hold an office or be a member of the negotiation team for the MCCSEA. They may be asked to provide guidance on wording and for information allowed to be requested under NRS.

#### II. EFFECTIVE DATE AND SIGNATURES

This MOU shall be binding upon the signature of Superintendent Andre Ponder and a valid officer of MCCSEA Classified Union.

Signature and Date Superintendent of MCSD		Signature and Date MCCEA Officer	
	Date:		Date:

# ACTION ITEM#6

#### **NEGOTIATION AGREEMENT**

#### BETWEEN

#### MINERAL COUNTY SCHOOL DISTRICT

#### AND THE

#### MINERAL COUNTY CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION

#### MCCSEA

<del>2021-2022</del>2022-2023 SCHOOL YEAR

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#### **PREAMBLE**

This agreement is made and entered into by and between the Mineral County School District, State of Nevada, hereinafter referred to as the "District" and the Mineral County Classified School Employees Association, Nevada Classified School Employees and Public Workers Association,

Whereas, a free and open exchange of views is desirable and necessary by and between the parties hereto in their efforts to negotiate in good faith in compliance with NRS 288.150 and

Whereas, it is the right of every local government employee, subject to the limitation provided in subsection 3 of NRS 288.140, to join any employee organization of his choice or to refrain from joining any employee organization.

#### **GENERAL SAVINGS CLAUSE**

It is not the intent of either party hereto to violate any laws of the State of Nevada or of the United States. The parties agree that in the event any provisions of this Agreement are held by a court of competent jurisdiction to be in contravention of any such laws they will enter negotiation thereon at a time and date agreeable to both parties. The remainder of the agreement shall remain in full force and effect.

NOW THEREFORE IT IS AGREED:

## ARTICLE I DEFINITIONS

- 1-1 The term "Agreement" refers to the name of this document, being the "Negotiation Agreement between the Mineral County School District and the MCCSEA, NCSEAPWA/AFT Local 6181 AFL-CIO."
- 1-2 The term "Association", as used in this Agreement, shall mean the Mineral County Classified School Employees Association (MCCSEA), Nevada Classified School Employees and Public Workers Association (NCSEAPWA), known as the Employee Organization in NRS 288.
- 1-3 The term "NLRB" means the Local Government Employee-Management Relations Board as provided in NRS 288.
- 1-4 The term "Employer refers to Mineral County School District throughout the use of this Agreement.
- 1-5 The term "classified employee", as used in this Agreement shall refer to all classified staff members eligible for membership in the MCCSEA, NCSEAPWA, AFT/PSRP Local-6181, AFLCIO.
- 1-6 Confidential Employee Means an employee who is involved in the decisions of management. (based on NRS-288)
- 1-7 The term "workdays" shall mean days the District Office is open for business. All other references (to days) in contract shall refer to calendar days.
- 1-8 Immediate Family Defined as husband, wife, children, father, mother, sister, brother, mother in-law, father-in-law, foster parents, sister-in-law, brother-in-law, son-in-law, daughter-in-law, step parents, half-brothers, half-sisters, adopted children, or any relative living in the immediate household.
- 1-9 The term "NRS 288", as used in this Agreement, shall refer to the Statutes of Nevada as revised by the Nevada Legislature, also known as the Local Government Employees-Relations Act.
- 1-10 Probationary employees may be terminated at any time during the probationary period with or without just cause. All new hires shall be subject to a 180-calendar day (6 months from hire date which will be the first day an employee works a scheduled shift).
- 1-11 Regular Fulltime Employee An employee who has met the probationary period, and works a regularly scheduled shift, totaling 20 or more hours in a week.

HES and Mineral County High School/JHS will each have one 12-month Secretary and one 10-month secretary. For schools operating on a five-day school week, the 10-month Secretary will work 10 days

prior to the first day of the school year and 10 days after the last day of school. For schools operating on a four-day school week, the 10-month Secretary will work 8 days prior to the first day of the school and 8 days after the last day of school. The 10-month secretaries will not work all scheduled in-service dates. The SES and MCSD Cook or Cafeteria Manager will both work 5 days before school starts and 2 days after the last day of school. (NEG.8/8/2018)

- 1-12 Regular Part-Time Employee employee who has met the probationary period and who is regularly scheduled to work for less than twenty (20) hours a week.
- 1-13 The term "School Trustees", as used in this Agreement, shall mean the Board of School Trustees of the Mineral County School District, and is the entity known as the Local Government Employer in NRS 288.
- 1-14 The term "School Trustees" and "Association" shall include authorized officers and representatives.
- 1-15 Substitute Employee An employee hired by the District to fill in on a temporary basis for regular or regular part-time employees when such regular or regular part-time employees are absent.
- 1-16 The term "Superintendent", as used in this Agreement shall mean the Superintendent of Schools in the Mineral County School District or the designated representative. (As approved by the Board of Trustees or designated by the current Superintendent.)
- 1-17 Supervisory Employee Means any individual having authority in the interest of the employer to recommend hiring, transferring, suspending, layoffs, recalling, promoting, discharging, assigning, rewarding or disciplining other employees. (Excluding members of an interview panel that do not meet the guidelines that define a supervisor)
- 1-18 Temporary Employee An employee hired to fill a position of less than 75 consecutive business days worked (based upon a five-day work week) or 63 days (four-day work week). (NEG. 8/8/2018)
- 1-19 Written Reprimand A disciplinary written notice from the employee's supervisor or supervisory chain of command, to be placed in the employee's personnel file.
- 1-20 "Hire Date" Hire date shall mean the first day a regularly scheduled day is worked.

**ARTICLE II** 

#### **RECOGNITION**

- 2-1 The Board of Trustees recognizes the MCCSEA as the exclusive negotiating representative of the classified staff of the Mineral County School District, subject to the provisions of NRS 288. The Superintendent cannot negotiate a position with one individual employee and an employee cannot have a contract for life. Probationary employees may join the Association but are not covered by the Grievance Procedure or Discipline Procedure Articles of this agreement until the successful completion of the initial hire probationary period.
- 2-2 Specifically excluded from membership only are confidential employees, temporary employees, substitute employees and supervisors. The following district office staff: Payroll, Clerk, Administrative Secretary, Data Management/Infinite Campus, Human Resource, and Grants Manager, are recognized as members of the MCCSEA, but cannot hold an office or be a member of the negotiation team for the MCCSEA. They may be asked to provide guidance on wording and for information allowed to be requested under NRS.

#### 2-3 Management Rights

The right to manage the business, except as specifically restricted by this contract, as well as the right to discipline, or discharge employees for just cause, to hire, lay off employees because of a lack of funds, prescribe the duties of employees including scheduling and assignments, direct the working force; the right to determine the numbers of employees to be employed, and to determine the means, methods and schedules of operations and maintenance, except for safety considerations, are reserved to the employer. (As defined by NRS 288)

- 2-4 The Employer may establish and enforce reasonable rules applicable to employees provided that such rules do not conflict with this Agreement. Any new MCSD Policy or AR will be provided to employees in writing seven (7) days of implementation.
- 2-5 Exclusive recognition shall entitle the Association to the following rights:
- 2-6 Organizational use of designated bulletin boards located in conspicuous areas within each district facility.
- 2-7 Payroll deduction of membership dues.
- 2-8 The Association recognizes that the School Trustees, as representatives of the electorate, has the final responsibility for establishing policies for the school district, provided that such policies shall not violate or contradict the terms of the negotiated contract in effect.
- 2-9 The purpose of this recognition is the agreement of all parties to negotiate in good faith in regard to all negotiable items as set forth in Chapter 288.150 of Nevada Revised Statutes.

- 2-10 The Association, its officers and agents agree that they shall not threaten to strike shall not engage in any strike and shall not support any strike against Mineral County School District.
- 2-11 References to Adoption—All new proposed articles will be dated when adopted. After a clause has been in effect for five years, these adoption references will be removed. (NEG. 8/8/2018)

## ARTICLE III DUES DEDUCTION

- 3-1 Upon appropriate written authorization from the employee, the District shall make monthly Association dues deductions from the salary of the employee and make appropriate remittance to the Association. In the event the District fails to withhold dues owed by employee, except as stated in 3-1-5, District shall be responsible for said dues.
- No later than October 15<sup>th</sup> of each year, the Association will provide the District with a list of those employees who have voluntarily authorized the District to deduct Association dues and the amount to be withheld for each employee. The District will provide the Association with a list within the month of March and no later than October 15 each year, of all classified employees whose positions are included on the MCCSEA Salary Schedule. This list will include job classification (and) or title, number of hours worked per day and work site. The March report will include a seniority list by district. The Association will notify the District monthly in writing of any changes in said list, changes in the amount to be withheld must be submitted by the Association to the District in writing at least 30 calendar days prior to the date the change is to be effective. Any employee desiring to have the District discontinue deductions he/she has previously authorized, must notify the Local Association in writing by certified mail during July for that school year's dues and the Association must submit the changes to the district office at least 30 days prior to the date the change is to be effective.
- 3-3 Upon termination of an employee the current month's dues will be deducted from the final check.
- 3-4 The District agrees not to honor any check-off authorization or dues deduction authorization executed by any employee in the bargaining unit in favor of any other labor organization representing employees for negotiations.
- 3-5 In the case of an employee who is in non-pay status during part of the pay period, and/or whose wages are not sufficient to cover the full withholding, no Association dues deductions

shall be made. In this connection, all other required deductions have priority over Association dues.

- 3-6 The Association agrees to indemnify, defend, and hold the District harmless against all claims or suits that may arise out of or by reason of action taken by the District in reliance upon any authorization cards submitted by the Association to the District.
- 3-7 The Association agrees to refund the District any excess amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence of error mistake.

## ARTICLE IV GRIEVANCE PROCEDURE

- 4-1 A grievance is a disagreement between an individual, or Association, and the employer concerning interpretation, application, or enforcement of the terms of this agreement.
- 4-2 For the purpose of this Article, a "school day" is defined as any calendar day that the school, offices are open for business.
- 4-3 Timelines can be extended at any step, by written agreement. Failure of the District to observe the time limits shall entitle the employee to advance the grievance to the next step. Conversely, failure on the part of the employee or Association to comply with the time limits negates the right to continue this procedure.

#### 4-4 Grievance Steps

Nothing contained herein will be construed as limiting the right of any classified employee having a problem or complaint to discuss the matter formally at the lowest possible administrative level and having the problem or complaint adjusted.

If a grievance exists, the following steps shall be taken to resolve the grievance:

The parities acknowledge that it is usually most desirable for a classified employee and the immediately involved supervisor to resolve problems through free and informative communications. Accordingly, any grievance may first be discussed with the aggrieved party's supervisor with the objective of resolving the matter informally.

#### STEP 1 — Supervisor

Within fifteen (15) school days after the occurrence, or of knowledge of the act or condition which is the basis of the complaint, the written grievance must be presented

to the aggrieved party's (immediate) supervisor. The supervisor must answer the grievance in writing within seven (7) school days.

If the aggrieved party is not satisfied with the disposition of its grievance, he may by written notice to the grievant refer it to the next formal step of the grievance procedure.

#### STEP 2- Superintendent of Schools

If the aggrieved party is not satisfied with the disposition of its grievance at Step 1, then aggrieved party must file a written grievance with the Superintendent (Or designated senior administrator, if the

Superintendent is unavailable) within seven (7) work days of the receipt of the supervisor's response to the step one procedure.

The Superintendent or his designee will meet with the aggrieved party, and the immediate supervisor, to resolve the grievance. Such a meeting will take place within seven (7) work days after receipt of the Step 2 grievance by the Superintendent. The Superintendent shall, within seven (7) work days after this meeting, render a decision, in writing to the aggrieved party.

#### STEP 3 - School Board

If the aggrieved party is not satisfied with the decision rendered by the Superintendent, the grievant shall file an appeal with the School Board within seven (7) work days following the receipt of the decision rendered by the Superintendent. The Board will hear the grievance at the next subsequent regular school board meeting as long as it can be posted to the agenda in compliance with Nevada Law. On special circumstances, the board may schedule a special meeting in compliance with the posting requirement of Nevada Revised Statutes (NRS) The decision of the Board will be furnished to the grievant in writing within seven (7) work days of the Board's meeting. (any meeting continuations or postponements must be in mutual agreement to both parties).

#### STEP 4- Mediation

If the aggrieved party is not satisfied with the disposition of the grievance in Step 3, then the aggrieved party may present the grievance to mediation within seven (7) work days after the Board's response in Step 3.

#### Procedures for Grievance Mediation:

- 1. The Superintendent or designee must respond to a grievance request for mediation within seven (7) work days:
- 2. A mediator will be obtained from the Federal Mediation and Conciliation Service (FMCS):
- 3. The parties agree to comply with the rules and procedures of the FMCS and will equally split any fees or cost of the mediator imposed by FMCS.

#### STEP 5 — Binding Arbitration

If the aggrieved party is not satisfied with the disposition of the grievance in Step 4, then the aggrieved party must present notice of intent to file the grievance to binding arbitration within

seven (7) work days after the School Board responds. To be officially filed within (21) work days.

The arbitrator will be selected in compliance with the American Arbitration Association (AAA) Rules of Expedited Labor Arbitration.

The Expedited Labor Arbitration format will be used at this level.

The arbitrator will consider the grievance and render a decision that will be final and binding upon the parties.

#### 4-5 Arbitration Costs

The costs for all arbitration shall be borne as follows:

- a. The expenses, wages, and other compensation of any witness called before the arbitrator shall be borne by the party calling such witness. Other expenses incurred such as professional services, consultations, preparation of briefs and data to be presented to the arbitrator shall be borne separately by the respective parties
- b. The arbitrator's fees and expenses and costs of any hearing room shall be shared equally by the board and the individual or association. If the hearing is conducted on school property by mutual consent of both parties, the District will provide the hearing room as space allows at no charge.
- c. If a court reporter is requested by either party or the arbitrator, the party requesting will be responsible for the fees. Individual parties will be responsible for copies of transcripts.

#### 4-6 Rights to Representation

- 1. At least one Association representative will be present for any meeting, hearing, appeal, or other proceeding relating to a grievance which has been presented under this article.
- 2. When it is necessary for the Association to investigate a formal grievance or to attend a meeting or hearing held in connection therewith, upon the request to the immediate supervisor, the grievant and one (l) Association representative will be released from normal duties, without loss of pay, in order to do so.

#### 4-7 No Reprisals

No reprisal of any kind will be taken by the School Trustees or the administration against any person because of participation in this grievance procedure.

#### 4-8 GRIEVANCE FORMS

The district and the association shall develop jointly a grievance form. Such forms will be supplied by the district. (Forms will be available at the district office) The jointly developed grievance form will be made available to all bargaining unit employees. All grievance forms

shall be updated annually to reflect any changes to the negotiated agreements, state, and/or federal laws.

## ARTICLE V ASSIGNMENT OUT OF CLASSIFICATION

5-1 Any employee who is officially (reassigned by a supervisor and upon approval by the Superintendent) to perform the majority of the responsibility of a full-time position in a higher range by responsible authority because of the absence of a regular employee for a short duration shall after ten (10) consecutive work days be granted retroactively the salary of the classification filled not to exceed 15 percent of the employee's current salary until the assignment is terminated.

#### ARTICLE VI PROCEDURES FOR FILLING VACANCIES

- When a vacancy occurs due to the resignation or termination of an employee and the position is currently a budgeted position, the position will be posted within five work days. All vacancies for classified positions, including new positions, to be filled by the District, shall be posted for five work (5) days. The vacancy notice shall include the opening and closing dates and time, job title, wage classification, confidential or classified location, and all qualifications required to fill the position. Applications received after the closing date and time will not be considered for the first round of the interview process. If the interviews go into a second round the late applications or letters of interest will be considered. Applications and letters of interest will be date stamped by the district office staff upon receipt. Applications can be accepted until the position is filled and as long as it continues to be posted. If the position is posted, "or until filled," a supervisor shall consider all applications or letters of interest received up until the date the first interview is scheduled. This will be considered the first round of interviews. (NEG. 8/8/2018)
- 6-2 All current qualified employees, including substitutes on the current call in list that complete and submit a letter of interest to the district office will be granted an interview. The district shall make every effort to fill the position within 30 days.
- 6-3 If no district employee is qualified for the position, the position may be filled by a qualified substitute, until a qualified applicant is hired. Any budgeted position shall remain posted until filled or is eliminated through Board approval.

#### 6-4 Vacancy Postings:

District Office, Mineral County Jr. High/High School, Hawthorne Elementary School, Schurz Elementary, maintenance shop, garage, kitchen and the association mailbox located at the district office and posted on the district website. All classified position postings will be emailed to the current "Classified" or "All Staff" email group. Each announcement shall be posted and will remain open for a period of five working days, unless posted, "posted until filled." The district

may advertise vacancies outside the District at the same time it posts vacancies inside the District. All job postings will have an updated and (board approved) job description available to be viewed.

- 6-5 Employees interested in being considered for the position shall submit a letter of interest to the Superintendent's Office.
- Persons presently employed by the District and applying for vacant positions shall be considered first. A 12-month employee who chooses to apply for a 9 or 10 month position and is selected will have their leave bought out and start under the requirements of 9 or 10 month positions, regardless of the years of service.

Factors to be considered in making the selection will include, but not be limited to:

Training, education,

Current experience

Past Performance

All necessary interview processes.

Attendance Issues

Classified Employees selected to fill new or vacant positions shall begin at the hourly rate of their current step for that position on the approved salary schedule which and will not affect the leave or seniority of the employee. This will be applied to any change in positions within the district effective after 1/1/2018. (NEG. 8/8/2018) Any classified employee moving from one position to another position that is not considered as movement on salary schedule steps will return to a probationary period. Any Classified employee transferring to another position covered by this bargaining agreement shall serve a probationary of thirty (30) days. A transferred probationary employee shall have the right to return to his/her previous position in lieu of separation for nonperformance of duties. The transferred position will remain open and posted until 30-day probationary period is met.

- 6-7 In the event the District decides that no employee-applicant meets the requirements of the District needed to fill the vacant position, the District is free to fill the vacancy with the best qualified applicant.
- 6-8 All employees will be advised of the outcome of their bid in writing by the Supervisor of the department of the position applied for within 10 working days after the interview process has been completed.
- An employee's supervisor, based on need due to an approved leave of a current employee, may call in a substitute employee from the District's authorized substitute call-in list, to help fulfill the duties of the absent employee. For secretaries or clerical substitutes, the approved leave must be for 3 or more consecutive days before a substitute may called in to work. Substitute is defined as an unscheduled request to report to work for the district. A substitute must be initiated by a supervisor or the Superintendent.

- 6-10 (a) The district shall establish a call-in list of workers and advertise periodically to maintain the list.
- 6-11 (b) Long term sub employees (those working 10 consecutive days or more eight days if the school or department is on a four-day week) who work the day before and the day after a holiday will receive holiday pay. A break in service will start the count over. For the purpose of this section, a break in service consists of missing a single full work day. (NEG. 8/8/2018)

#### ARTICLE VII NON-DISCRIMINATION

- 7-1 The District and the Association agree to abide by the provisions of applicable Federal, State and Local laws and executive orders regarding these matters.
- 7-2 The Association and the District agree that membership in the Association shall be open to all classified employees except as excluded in Article 2-1-1 regardless of race, color, religion, national origin, sex, marital status, political affiliation, or age.
- 7-3 The District will defend its classified personnel in any civil litigation or other damage claim arising from the employee's conduct within the course and scope of essential functions of their positions and within the guidelines of MCSD policies and procedures. The extent of such legal assistance is that available in connection with the liability instance, which is and shall be maintained by the District for the purpose. (ref.policy GBB8) 6-24-06

## ARTICLE VIII DISCIPLINE PROCEDURE

- 8-1 The employment of every employee of the District shall be during good behavior and efficient service (as defined by policies). No regular and regular part-time employee shall be reduced in pay or position, suspended, discharged or removed, nor shall the District take any form of corrective action against any employee except for just cause. The District will give a copy of all written actions taken to the affected employee upon their inclusion in the personnel file or upon the request of said employee.
- 8-2 The District agrees that principles of progressive corrective action will be followed with respect to minor offenses. An oral or written warning, or directive shall be considered non-disciplinary, however, two (like or similar) (2) written warnings within a span of two (2) years will constitute a written reprimand. All other major offenses the district reserves the right to discipline up to and including termination. Minor offenses include but are not limited to: discourteous treatment of members of the public or a coworker or student(s) during work hours, lateness, long breaks, and smoking in buildings, unintentional failure to follow school board policy in the use of school property, intentional minor damage of \$500.00 or less. For major offenses refer to Mineral County School District Policy GCD/GCD1, dated 6-24-2006.

Written warnings will be noted, dated and initialed by the affected employee and placed in the employee's personnel file. The Principal/Supervisor will verify any reprimand that originates a level below the Principal/Supervisory level. A written warning usually consists of

documentation of a discussion between the Supervisor and the employee to counsel the employee on discrepancies that have been noted. The District will give a copy of all written actions taken to the affected member upon their inclusion in the personnel file. Warnings shall be removed after two (2) years if there are no like warnings that have been issued within the same two (2) year period. It is the employee's responsibility to review his/her personnel file and request that such material be removed from said file.

- 8-2-1 Any objections to or allegations regarding such corrective action or documents by the employee may be pursued through the Grievance Procedure as provided herein.
- 8-2-2 After a hearing before the Superintendent an employee will be subject to immediate dismissal from employment without any written reprimands if insubordinate to the immediate supervisor, or the designated supervisor, or had been under the influence of alcohol or a controlled substance while working or convicted of possession of a controlled substance.
- 8-2-3 After a hearing before the Superintendent an employee will be subject to immediate dismissal from employment after a total of two (2) written reprimands for any reason.
- 8-2-4 Prior to the hearing described in 8-2-2 and 8-2-3 the District will provide the employee written notice of the charges and the evidence that could lead to immediate dismissal. The hearing will be conducted by the Superintendent. The employee may have the assistance of counsel or an association representative(s) up to two people or an amount equal to the number representing administration at the hearing at the employee's sole cost. The administration team will notify the employee if the administration has more than three (3) representatives three (3) days prior to the meeting. The employee may present evidence in his/her behalf and may examine the District's evidence at the hearing. The Superintendent will issue a written decision on the dismissal within five (5) working days of the hearing.
- 8-3 It is recognized by the parties that employees may review his/her personnel file at any reasonable time upon request.
- 8-4 For the duration of this Agreement, and any extensions thereof, if an employee, upon examining his/her personnel file, has reason to believe that there are inaccuracies in those documents to which he or she has access, the member may write a memorandum to the Districts

  Superintendent or his appropriate representative explaining the alleged inaccuracy. If, upon investigation, such allegation is sustained he or she may do one of the following:
- 8-4-1 The member's memorandum may be attached to the material in question and filed with it and the Superintendent or his or her representative shall note thereon his or her concurrence; or
- 8-4-2 The Superintendent or the Superintendent's representative will remove the inaccurate material from the employee's personnel file when it is established by the Superintendent that such inaccuracies exist.

- 8-5 For the duration of this Agreement and any extensions thereof, any new material placed in a employee's personnel file, after the effective date of this Agreement, may be reviewed. If such material is not inaccurate (see section 5) but the employee feels that clarification of the circumstances surrounding the writing of such material is necessary, the employee may submit to the Superintendent or his or her representative a written clarifying or explanatory memorandum not to exceed one (l) page in length. Such material must be factual in nature. The superintendent or his or her representative will immediately arrange to have such memorandum attached to the material to which it is directed and placed in the employee's personnel file.
- All post-probationary employees will be evaluated on an annual basis by either: 1) The building principal; 2) The Superintendent or his designee; 3) The employee's immediate supervisor. If an employee was not evaluated by the end of the last contracted year, for a minor offense, an employee will not receive any form of disciplinary action about above a counsel until a 30-day period has passed for improvement, then an evaluation will be conducted following the 30-day period in which the behavior could be noted.

## ARTICLE IX ASSOCIATION REPRESENTATIVES

- 9-1 The conduct of such business shall be such as not to interfere with the individual employee=s duties. The Association representative must check in with the employee's immediate supervisor or building principal upon entering the building in order to identify themselves and to make arrangements to communicate with a particular employee.
- 9-2 Joint Administration-Association Meetings The Superintendent or his/her appropriate departmental designated representative(s) shall meet with representatives of the Association at the request of either party to discuss matters of concern to either or both groups.
- 9-3 Classified employees shall be allowed to attend recognized Association meetings and conferences, provided they are an official representative as an officer of Association, local, state or national. A maximum number of five (5) days will be allowed each year. The classified employee will be paid one half day's salary for each working day's absence. Application will be made to the Superintendent for approval via the employee—s supervisor. Fifteen Five (45) calendar days' advance notice of the requested absence will be given except in an emergency. Per diem and/or travel shall not be provided by the District. A maximum of fifteen (15) days of unpaid association leave will be allowed each year for members to be used for Association business.
- 9-4 Nevada Classified School Employees Association, Mineral Chapter #3 shall conduct at least four (4) Chapter meetings per year, one meeting each on the second (2<sup>nd</sup>) Tuesday of in-March, June, September, and December of each year. All meetings shall be held after regular school hours except in case of an emergency and with approval of the district representative. Those employees who work a night shift (or shift that is later than a regularly scheduled day; as

- previously defined), shall be allowed to attend the four yearly chapter meetings without loss of pay. Employees will adjust schedule to make up hours for scheduled shift.
- 9-5 The Mineral Chapter President or other representative (no more than 1) will be allowed paid release time to attend any Mineral County School District Board of Trustees Meeting that is scheduled during his/her working hours if an issue on the agenda affects the Classified Bargaining Unit or any member of the Classified Bargaining Unit. It is understood the Chapter President will return to work once the issue concerning the unit or member has been heard and/or acted upon by the Board of Trustees.
- 9-6 The MCCSEA will be entitled to one member to serve on the MCSD calendar committee.

#### ARTICLE X LEAVE

<u>COVERAGE</u> - All regular employees who work a regularly scheduled shift are entitled to fringe benefits.

#### 10-1 SICK LEAVE

For each calendar month of service, benefitted employees shall be credited with hours of such leave equal to .0625 times the hours in the employee's daily work schedule, up to 15 days per year. Sick Leave may be accumulated up to a total of 180 days.

- 10-1-2 Sick leave shall be allowed for:
- 10-1-3 Illness or death in the immediate family of the employee. Immediate family is defined in Article 1-8.
- 10-1-4 Other death or serious illness with the recommendation of the inundate supervisor and approval of the Superintendent.
- 10-1-5 A doctor's statement may be requested at the discretion of the employee's supervisor and/or Superintendent.
- 10-1-6 Sick leave and annual leave will be provided in a written manner to each employee monthly.
- 10-1-7 Sick leave may be taken in 30-minute increments.

#### ANNUAL LEAVE (Full-time 12 Month Employees)

Full time, twelve-month employees will be entitled to annual leave for each year in the employ of the District as follows:

- 1. Less than 5 years of service receive 80 working hours (one hour leave for each 26 hours worked).
- 2. Five to twelve years of service receive 120 working hours (one hour leave for each 17.33 hours worked).
- 3. Thirteen years or more service receive 160 working hours (one hour leave for each 13 hours worked).

#### 10-2-2 Accumulation/Pay out of Annual Leave

Employees with less than 5 years of service may accumulate a maximum of one-hundred sixty (160) unused hours of annual leave. Leave accrued in excess this limit shall be paid to the employee on July 1st of each year.

Employees with 5 to 11 years of service may accumulate a maximum of two-hundred forty (240) unused hours. Leave accrued in excess of this limit shall be paid to the employee on July 1st of each year.

Employees with 12 to 20 years of service may accumulate a maximum of three hundred twenty (320) unused hours. Leave accrued in excess of this limit shall be paid to the employee on July 1st of each year.

Employees with 20+ years of service may accumulate a maximum of four hundred (400) unused hours. Leave accrued in excess of this limit shall be paid to the employee on July 1st of each year.

No employee shall be absent from employment on annual leave without first obtaining approval from his/her supervisor. (NEG. 8/8/2018)

Contingent upon completion of 5 years of service an employee shall be paid the accumulated annual leave upon termination.

Twelve-month employees shall be permitted to use more than 5 annual days during scheduled school days with approval from supervisor and Superintendent.

10-2-3 A classified employee of the District shall, if he or she dies while employed by the District receive payment for accumulated annual leave. Said payment will be paid to the designated beneficiary or to the estate of the deceased.

#### 10-3 PERSONAL LEAVE

10-3-1 Twenty-four hours of personal leave shall be given to 9 and 10-month full time classified employees. Personal leave may be taken in hourly increments. The request must be approved by their building principal or Supervisor. Personal leave will not be granted the day prior to or the day following Thanksgiving vacation, Winter Break, Spring Break, Summer vacation, or the first 5 working days of a school years contract and the last 5 working days of a school

year, without at least 10 days prior notice and approval of the immediate supervisor. (NEG. 8/8/2018)

If personal leave is denied during the school year, the days denied to the employee over the limit to be carried over, will be paid to the employee on the June 10<sup>th</sup> paycheck at their daily rate of pay.(Neg 7/14/2020)

Request must be made to the building principal 48 hours before the leave commences if possible. The building principal shall respond in writing to the request within 24 hours or sooner.

At the end of each school year the 9 and 10-month full time classified employees shall have the option of carrying over to the next school year a maximum of sixteen(16) hours of unused personal leave for a maximum availability of forty hours (40) during any given school year or to be reimbursed for a maximum of twenty-four (24) hours at the employee's hourly rate. Any leave not used and carried over to the next school year will not be reimbursed to a terminating employee who resigns after June 15th. All payments for personal leave as addressed in this article will be paid with the normal payroll on June 25th or pro-rated upon termination of employment.

9 and 10-month full time classified employees with the following continuous service shall be granted:

At the beginning of 10 years, 32 hours of personal leave with a maximum of 24 hours carried over.

At the beginning of 15 years, 40 hours of personal leave with a maximum 32 hours carried over.

At the beginning of 20 years, 48 hours of personal leave with a maximum 40 hours carried over.

At the beginning of 25 years, 56 hours of personal leave with a maximum 48 hours carried over.

At the beginning of 30 years, 64 hours of personal leave with a maximum of 56 hours carried over. (NEG. 8/8/2018)

#### 10-4 LEAVE FOR COMMUNITY ACTIVITIES

10- 4-1 Any employee who wishes to be absent from his officially assigned duties in order to attend professional or community activities shall make such a request in writing via his/her supervisor to the Superintendent. Absence from officially assigned duties will be charged to annual leave or personal leave. Such request must be submitted at least 48 hours before the date requested. Any classified employee working 10 hour days will receive 10 hour holiday pay on the 3 Monday Holidays. To promote positive community relations classified employees representing the District in community collaboration will be granted up to two (2) days of leave a year. Leave must be requested with five (5) days' notice and approved by the superintendent.

#### 10-5 LEAVE OF ABSENCE

- 10-5-1 An employee may be granted a leave of absence by the Board of Trustees for the following reasons: illness, disability, maternity, enlistment or recall to duty in the United States Armed Forces, and educational or professional purposes.
- 10-5-2 All leave of absence shall be without pay. District will continue to pay. Following established policy by the Board of Trustees in MCSD Board Policy GBC/GBC1 (2).
- 10-5-3 Leaves of absence for any purpose may not exceed six (6) consecutive months without the approval of an extension. If an extension is not granted and the employee cannot return to work, then steps will be taken to terminate the employee's services.

#### 10-6 REMBURSEMENT FOR SICK LEAVE

#### 10-6-1 Sick Leave Buy Out

Employees who voluntarily terminate employment with Mineral County School District will be granted payment for unused sick leave on the following conditions:

- (a) Two (2) consecutive years of contracted employment in the district.
- (b) Employees must have notified the district no less than 15 days (15 days prior to the effective date of termination.
- (c) Employees must not have been dismissed by the District for cause.
- (d) In the event of death of a classified employee, appropriate payment for unused sick leave shall be made to the beneficiaries.

#### Buy out rates for sick leave

- 2-10 years' service- 1 day's pay for each five days of unused sick leave.
- 11-14 years of service- 1 day for each four days of unused sick leave.
- 15+ years of service 1 day for each three days of unused sick leave.
- a) At the request of any employee who has accumulated 180 sick days, Mineral County School District shall use the accrued leave to purchase equivalent PERS credit.

#### 10-7 LONGEVITY PAY

Any classified employee is eligible for longevity pay For years 10-19 payment will be made the first paycheck in June. For employees with 20+(plus) years the payment will be paid half on the first paycheck in December and half on the first paycheck in June. Part time employees (less than 20 hours a week) will receive one half of the 9-10 employee rate and will receive payment the first payment in June.

20+ year employees reaching the anniversary of their hire date before June 30<sup>th</sup> will receive the June payment in that year, if their hire date is after June 30<sup>th</sup> they will receive only the December Payment that year.

9-10 Month Employees		12 Month Employees	
10-14 years of service	\$500	10-14 years of service	\$750
15-19 years of service	\$750	15-19 years of service	\$1000
20 plus years of service	\$1250	20 plus years of service	\$1500
30 plus years of service	\$1500	30 plus years of service	\$2000

#### 10-8 Coaching Leave

All classified employees who are hired under a coaching stipend will be granted leave during a sporting season. All leave will be for time spent traveling with students for the sport. All leave must be approved ahead of time by the principal or supervisor.

## ARTICLE XI HOLIDAYS

- 11-1 All holidays as declared by the Governor or recognized by the school district shall be granted to employees. Employees shall be paid for the hours they would have been scheduled to work had it not been for the holiday. Two days will be granted at Thanksgiving and Christmas with the determination of the other day to be considered a holiday, other than that officially declared, will be determined by the District. Holidays include: Independence Day, Labor Day, Nevada Day, Veteran's Day, Thanksgiving Day-2 days, Christmas Day 2 days, New Year's Day, Martin Luther King Day, President's Day, Memorial Day, One floating holiday to be scheduled in the same manner as personal day unless the district observes Columbus Day as a holiday in its master calendar in which case there will be no floating holiday for that school year.
  - In addition, if the district calendar recognizes a scheduled minimum day, it will be observed by early release for all classified employees. Early release will be at the same time certified personnel are released. Employees will be granted their regularly scheduled hours. Night custodial staff will be required to work a minimum of four (4) hours. Leave scheduled and approved for the minimum day will be taken in regular hours worked.

To address the three holidays (Nevada Day, Veteran's Day and Family Day) that fall on Friday's all 9 and 10-month employees will work the 2 days prior to the start of the school year and the 1 day after the last day of the school year.

- 12- Month employees will receive these Holidays as listed.
- 10 -Month employees will receive Holidays as listed excluding Independence Day.
- 9 -Month employees will receive: Labor Day, Thanksgiving Day, Christmas Day 2 days, New Year's Day, Martin Luther King Day, President's Day, and Memorial Day.

- Holidays falling on a Saturday will be observed on Friday. Holidays falling on a Sunday will be observed on Monday. This is based on a five-day work week.
- District will pay straight time plus holiday pay up to eight (8) hours of actual work during week is less than 40 hours. Work over 40 hours will be paid at 1 and 1/2 times the straight rate.
- 11-3 If a holiday is observed while an employee is on sick leave, annual or paid leave status, he/she will receive the holiday pay. The day will not be charged against sick, annual or other paid leave credits. If the employee is on a Leave Without pay status the day prior to or the day following the holiday, the employee will not receive holiday pay.
- 11-4 Employees working a four-day work week will have Christmas Day and New Year's Day recognized on Thursday on the years those two holidays fall on a Friday. Employees working a five-day week will be paid for any Holidays.
- 11-5 Ten hour employees working a four-day work week will be paid for 10 hours for holidays.

## ARTICLE XII REDUCTION IN FORCE

- 12-1 The Mineral County School District retains the right, without negotiations, to determine when a reduction in force/layoff, or reduction in hours, is necessary, the number of individuals whose employment must be terminated or reduced, and the areas in which such reduction in force will occur.
- 12-2 In the event a reduction in force must be initiated the School District reserves the right to retain any classified employee if in the opinion of the Superintendent the Classified employee is needed to maintain a program or perform a needed function within the School District.
- 12-3 Prior to recommending the elimination of a classified position under the provisions of this Article, the Superintendent shall inform the supervisor and the association of an impending lay-off in writing to the MCCSEA President by May 1<sup>st</sup>.
- 12-4 Upon notification of recommendation a reduction in force the immediate supervisor will discuss with the employees in the affected positions of an impending lay-off.
- 12-4-1 Employees who volunteer to leave from the area or department affected by a reduction in force will be the first to be laid off.
- 12-4-2 Any additional employee lay-off required as a result of a reduction in force will be accomplished in accordance with procedures hereinafter set forth.
- 12-5 Selection of employees to be laid off shall be made with reference to the following criteria:
  - 1. District Seniority
  - 2. Employee Evaluation Reports (provided all employees in that job area have been evaluated in the last year).
  - 3. Job Experience for all jobs held within the district with the Mineral County School District
  - 4. Attendance Records

Each of the criteria shall be of equal value in determining the reduction, with seniority being the final determining factor.

If eliminations are made due to RIF'S employees may bump back to previous position, provided district seniority applies.

Released employees shall be placed on an eligibility list when vacancies occur for rehire into the same or similar position at the same range and step previously held. The employee will remain on the eligibility list for a period of one (1) year.

- 12-6 The District shall notify all employees placed on lay-off status or call-in status employees pursuant to this Article, of subsequent vacancies by mail, to the last address furnished to the District by the employees. The vacancy notices will only be sent for one (l) year.
- 12-7 Under no circumstances will the District be obligated to continue any benefits provided by the District to those employees placed on lay-off status.
- 12-8 Employees on the call back list will retain their district seniority if called back within 1 year. Employees called back between 1 year and two years will be credited with 50% of their seniority.
- 12-9 The term "Part-time" employee as used in this section shall mean Mineral County School District staff members that work less than 40 hours per week. Employees who work less than full-time will be calculation is to be figured from hire date and based on an 8-hour day. This calculation is to be figured from hire date and based on an 8-hour day calculated as a FTE for district seniority.

EXAMPLE 3 HOURS 45 MINUTES-46.9%.

- 12-10-1 Rifted employees will be entitled to payment of all unused sick leave at the rate of twenty five (25 %) of each day of unused sick leave not to exceed \$40 per day, up to a maximum of the employee's earned sick days. The amount of unused sick leave may be restored upon recall by repayment of the number of funds received. This section applies only to the employees with less than five (5) years of service with the district.
- 12-11 All reduction in the number of days worked that are included on classified letters of intent will be discussed with the union at least two weeks prior to the deliverance of letters of intent.
- 12-12 All nine and ten-month employees will receive Letters of Intent by no later than May 1st of each year. Letters of intent will include the start and end date of each employee, dates of all holidays, and include copy of the next year district calendar proposed to NDE.

#### **ARTICLE XIII**

#### USE OF PRIVATE VEHICLE

13-1 Other than for his/her regular assignment and pursuant to the order of the Superintendent, in the event an employee covered hereunder is required to use his/her private transportation for school district business, an allowance equal to the present district rate will be paid by the District. (As established by Nevada Legislature)

## ARTICLE XIV MEDICAL EXAMINATION

- 14-1 The Mineral County School District shall remit no more than fifty dollars (\$50) of the cost of the examination, to each employee who is required to submit a doctor's report of medical examination on second and subsequent examinations.
- 14-2 In order to receive reimbursement, each employee so affected must submit a record of expense, on the proper district form, to the office of the Superintendent.

#### ARTICLE XV TRANSPORTATION

- 15-1 On out-of-town driving assignments for activity and athletic trips, drivers will be entitled to a breakfast if they depart before 6:00 a.m., a lunch if they depart before 11 a.m. or arrive back after 1 p.m., and a dinner if they depart before 6:00 p.m. or arrive after 6:00 p.m. Lodging, if required, will be paid at established rate (lodging receipt required). All claims are to be paid by the School District.
- 15-2 Call-out is defined as an unscheduled request to drive for the district. A call-out must be initiated by the Director of Transportation or the Superintendent. A minimum of two (2) hours will be granted for each call-out.
- 15-3 A memorandum of understanding between the District and Association that a Driver's Handbook be established for the Bus Drivers. The parties will meet and confer regarding the contents of the handbook. It is to be established for the purpose of assigning drivers to activity and field trips and other useful items that will be helpful to the driver. Completion of handbook within 60 calendar days after ratification. Final adoption and implementation of the handbook is within the sound discretion of the School Board
- 15-4 Drivers on an over-night trip shall have separate sleeping quarters.
- 15-5 Bus drivers who have weekly activity runs after practice shall be paid minimum of two (2) hours per run, unless cancellation is out of the District's control based on weather, road conditions or natural disasters.
- 15-6 Trips canceled within two (2) hours of such trip, bus driver shall be paid a minimum of two (2) hours callout.

- 15-7 Effective July 1, 1990, School District shall remit no more than \$50 of the cost of the CDL fee to each employee on second and subsequent renewal of license.
- DOT physical up to \$100 every two years or annually if mandated by federal or state requirements. Those drivers whose certification requires additional physicals in order to maintain their CDL certification shall be responsible for those costs. The exception to this requirement will be if the District, not the attending physician, requires the employee to have a physical screening due to a serious illness or accident before resuming their duties in which case, the cost of this physical will be borne by the District.

  The district will offer a CPR refresher course yearly or will reimburse all bus drivers for all related costs incurred to obtain a valid CPR card. Driver's not in compliance following a reasonable timeline established by the District will be required to pay all cost related to certification and may forfeit their position with the District.
- 15-9 The hours in the workday for any retuning bus driver from the 2015-2016 school year, will be determined by the needs of the routes. The total number of route hours per week will be no less than hours for the 2015-2016 school year.

  The drivers will make up the difference between the four (4) day regular workday total

hours by one or both of the following methods:

- a. If they take a field/activity trip on a Friday or Saturday of any week they may be paid for the standby hours on the trip at their regular rate of pay in lieu of the current standby rate, up to the number of hours they are short. They may accumulate these un-worked hours on a calendar month basis. All hours must be worked by the last day of the current school year.
- b. Drivers will perform other duties at the school site per the Superintendent's or his designee direction. These duties may include but not be limited to cleaning windows. Sweeping, vacuuming, or fueling any District vehicle (not including their regularly assigned bus). This and any other assigned work will be done contiguously at the end of the morning route or contiguously prior to the afternoon route.

#### 15-10 Bus Driver Signing and Retention Bonus (NON-PERS)

Bus Drivers successfully newly hired into a permanent position shall receive a \$1,000.00 signing bonus and it shall be paid in the first check. Bus Drivers who receive satisfactory evaluations at six (6) and twelve (12) months shall be paid a \$1,000.00 retention bonus and shall receive the bonus in the first paycheck following the satisfactory evaluation. This article will sunset and expire at the end of the 2022-2023 fiscal year.

#### ARTICLE XVI

#### **OVERTIME AND COMPENSATION**

16-1 All classified employees will be paid by the hour.

- 16-2 Overtime work will be offered to those employees by minor budget classification whose normal working hours would include such work.
- 16-3 Employees requested to perform special jobs working with hazardous materials such as asbestos and foaming of roofs shall be compensated with additional pay of \$3.00/hour.
- 16-4 Classified employees will be paid semi-monthly, on or before the 10<sup>th</sup> and 25<sup>th</sup> of the month. If the payday falls on Saturday, Sunday, or Monday Mineral County School District will pay on the previous Friday. The 10<sup>th</sup> payroll represents time worked/taken from the preceding 16<sup>th</sup> through the 30<sup>th</sup> or 31<sup>st</sup>. The 25<sup>th</sup> payroll represent time worked/taken from preceding 1<sup>st</sup> through 15<sup>th</sup>.
- 16-5 All nine and ten-month full-time employees will have their pay checks prorated over 12 months. This will not affect benefits or wages. Exceptions to this annual proration payout will only occur for classified employees terminating midyear.
- 16-6 Employees shall be paid at one and one-halftimes the regular rate of pay or receive compensatory time at the rate of one and one-half hours for each hour worked in excess of 40 hours per week when required to work outside the normal work day. Compensation in the form of compensatory time or wages shall be paid to the employee. All overtime must be approved by the employee's immediate supervisor.
  - When an employee chooses to receive compensatory time in lieu of overtime pay the following conditions apply:
- 16-7 Earning and use of compensatory time must be approved by the immediate supervisor;
- 16-8 CTO must be taken within 90 days of when it was earned. It is the responsibility of the immediate supervisor to track CTO and ensure it is documented on a separate monthly timesheet. If the CTO is not used within 90 days from when it is earned it will be treated as earned overtime and be paid on the next paycheck
- 16-9 Compensatory time must be used prior to the end of the fiscal year in which it was earned. Time not used shall be converted into overtime pay based upon the salary schedule in place at the time the compensatory time was earned and paid with the last pay check for the fiscal year.
- 16-10 In the event an employee is required to work all or part of the normal lunch break due to an unforeseen circumstance, and the time of the interruption cannot reasonably be adjusted during the shift, the employee shall be compensated at his/her time one and one-half rate of pay.
- 16-11 Custodians removed from their regular assignment to perform duties outside of their regular assignment shall be provided sufficient time to complete their regular assignment. Overtime will be provided, whenever necessary.
- 16-12 Any employee who reports to work at his/her scheduled starting time on any regularly scheduled day shall receive a minimum of two (2) hours pay for each such incident, at the applicable rate, where the District cannot provide work for the employee.

#### PAY FOR EXTRA TIME

16-13 All classified employees required to attend District mandated training will be paid their hourly rate for the time of the training. This includes online Human Resource (HR) training either after school hours or on Fridays. Online HR training are not exceed 5 hours for the entire training program for that school year.

16-14 If a classified employee is assigned the duties for an extracurricular activity, they will receive compensation at their normal hourly rate.

#### ARTICLE XVII INSURANCE

Once the insurance plan is established, changes and terms and conditions of present mineral County School District's Health and Accident Insurance Plan, Including, but not limited to premiums, plan administrator, carrier, benefits, and features, show only be made by Negotiating pursuant to NRS 288, once these changes in terms and conditions exceed a 7% difference over present plan stipulations. The district absorbs changes up to 7% conditions.

The district agrees to pay up to \$646.01per month of the health insurance premium, which includes medical, vision and dental. For HRA and HSA plans only \$1000(which is \$83.33 per month) of deductible, for a total up to \$729.34, beginning January 1, 2019. The \$1000 would be applied up to \$718.78 per month, to offset a PPO premium for those choosing a PPO plan.

- 17-1 Effective the first full pay period following ratification and approval, the Mineral County School District will participate in the cost of a Group Health and Accident Plan available to all regular employees and both parties agree to negotiate the benefit annually.
- 17-2 The District shall provide all employees with \$25,000 face value of life insurance, including accidental death and dismemberment, without charge to the employee.
- 17-3 The District agrees to provide safety glasses to all maintenance employees, as required, and will pay up to \$75 towards cost

## ARTICLE XVIII PUBLIC EMPLOYEES RETIREMENT FUND

18-1 The Mineral County School District will pay 100% of the retirement contribution for those employees who qualify for membership under the Retirement System, as defined by policy of the Nevada State Retirement System.

ARTICLE XIX
SAFETY

- 19-1 The District agrees to make reasonable efforts to continue providing safety equipment, which is the opinion of the District, is necessary to protect employees from injury in accordance with the practice now prevailing in the District.
- 19-2 The District further agrees to continue to maintain safe and healthful conditions in accordance with applicable Nevada Revised Statutes.

## ARTICLE XX RETIREMENT INCENTIVE POLICY

- 20-1 Qualifications Must have vested interest in retirement system.
- 20-2 Requirements for employees over 60 years of age:
  - a. Must have completed the work year within which eligibility was reached.
  - b. Must notify the District in writing sixty days' advance of intention to retire.
  - c. Must have worked for Mineral County School District 20 years.
  - d. District would purchase two years of retirement credit, to be paid to PERS
  - e. Maximum of two employee per year will be allowed to retire and receive this benefit. The deciding factor will be seniority.

#### 20-3 For employees who wish to retire before age 60:

- a. The cost of the purchase of retirement service credit will be calculated in accordance with the policies and regulations of PERS in effect at the time of purchase.
- b. District would purchase two year of retirement credit, to be paid to PERS, after 25 years and up to 28 years of service.
- c. Maximum of two employees per year will be allowed to retire and receive this benefit. The deciding factor will be seniority.
- d. This applies to only those employees with less than 30 years with district.

#### ARTICLE XXI 4-DAY SCHOOL WEEK

- 21-1The District has negotiated over the impacts and effects of the decision to implement a 4-day school week at school sites.
  - a. No Employee or position of the recognized bargaining unit, employed in work sites implementing a 4- day school week, lose salary, hours of work, benefits or any other rights provided by this negotiated agreement solely due to the change to a 4- day school week.
  - b. Schurz Elementary Schools staying on a five-day week will not be affected by any changes made that effect employees affected by the 4-day week.
  - c. An Employee working more than 40 hours in any normal work week shall be compensated at the rate of 1.5 times the Employee's current rate of pay.

- 21-2 For the purpose of a 4-day school week, all references in this negotiated agreement to calendar days shall not change. All other references to workdays, leave days, and benefits related items in the negotiated agreement shall be converted from days to hours.
  - a. Employees working more than five (5) hours per day will be granted one (1) thirty (30) minute duty free non-paid lunch break. A longer lunch break may be taken if agreed to between the employee and immediate supervisor.
  - b. Eligible Employees shall be paid eight (8) hours for each recognized Holiday. These Employees will have the option to use personal or annual leave for the balance of the ten(10) hour day, or they must make up the two(2) hours of lost time, within the same worker of the Holiday.
  - c. The District and the Organization will negotiate as soon as reasonably possible with at least 5 days written notice to superintendent and board president. Any oversights arising from the 4-day school week implementation in any school or attendance area.
  - d. It will remain the sole discretion of the District for the length of the 4-day program in any school or attendance area.

## ARTICLE XXII JOB TITLE / RECLASSIFICATION

22-1 The MCCSEA and the District will form a committee during the 2022-2023 school year, to identify possible adjustments to job titles and possible reclassification of positions within the current salary schedule. The Committee will include the Superintendent, an Administrator, and one classified Association member. The Superintendent will then make a determination. If the Association is not satisfied with the Superintendent's determination, it may appeal the Superintendent's determination to the Board of Trustees and the decision of the Board of Trustees will be final.

## ARTICLE XXIII SALARY

- 23-1 Any classified employee who works a blended position will be paid at the higher of the two salaries.
- 23-2 Classified employees who obtain a National Certification form an agreed upon list with the MCCSEA of a program of 40 or more hours in their specific job field will receive an additional 5% salary increase upon verification of the national certification.
- 23-3 All salary steps shall be paid on the first payday following the new fiscal year.

- 23-4 Para pros paid from the DSA 250 or special education grant funds will receive \$.50 per hour more than the currently hourly rate of placement. Payments will go into effect the pay period following the change of funding source.
- 23-5 Salary Advancement Steps are recognized as after years of service.
- 23-6 Salary shall increase 2.5% for the school year 2022-2023 on the base. Step increases of 3% for years 2 and 3 and increases of 2% for years 4 through 20.

	FY22-23
<u>Position</u>	<u>Base</u>
AIDE	<u>\$14.63</u>
BUS DRIVER	<u>\$17.22</u>
Computer Ops	\$19.22
Computer Ops II	<u>\$22.96</u>
COOK	\$15.19
CUSTODIAL	\$17.27
DATA MANAGEMENT / Infinite Campus	<u>\$22.08</u>
ELEM. LIB MGR	<u>\$17.63</u>
EXEC SEC/ACCTS PAYABLE	\$19.38
HUMAN RESOURCES	\$22.08
GEAR UP COORIDANTOR	\$22.08
GRANTS MANAGER	\$22.08
HUMAN RESOURCES	\$22.08
KITCHEN AIDE	<u>\$12.97</u>
HR/PAYROLL BENEFITS BLENDED	<u>\$20.60</u>
MAINT. I	\$18.20
MAINT. II	<u>\$18.79</u>
MAINT. III	\$19.39
MAINT. IV	\$19. <u>98</u>
MECHANIC	\$24.62
PARA PRO	<u>\$15.35</u>
PAYROLL/BENEFITS CLERK	\$19.38
SCHOOL SECRETARY	<u>\$18.51</u>

## ARTICLE XXIIXXIV TERMS OF AGREEMENT

242.1	When ratified as herein set forth, this Agreement will be in effect retroactively from July 1, 20-
	22 and will continue in full force and effect until June 30,20 or until both parties agree to
	enter into negotiations for the 20202023-20212024 and or future years immediately upon
	ratification of this agreement.

242.2 This Agreement is binding upon both parties when	n ratified by the Board of School	Trustees and
the Organization. This Agreement is signed this	day of	. 2022.

MCSD BOARD O	F TRUSTEES
PRESIDENT	
CLERK	
CLASSIFIED EM	IPLOYEES ASSOCIATION
PRESIDENT	
NEGOTATION T	EAM MEMBER

## ACTION ITEM#7

#### CTE Coordinator (Career and Technical Education) Grant Funded

FLSA Status: Non-Exempt Created: 1/28/2013
Safety Sensitive: NO Last Revised: 7/1/2022

**DEFINITION:** Under direction of the site administrator, the CTE Coordinator is responsible for 1) organizing and coordination of the district vocational programs and 2) coordinating with the District Office and site administration all processes associated with the application for, and management of state, federal and private grant-related project activities 3) Developing information with Grant Manager for all CTE associated grants.

### ESSENTIAL FUNCTIONS: (Performance of these functions is the reason the job exists. Assigned job tasks/duties are not limited to the essential functions).

- Coordinate and lead the CTE committee
- Monitor the correct course code usage and course names in Infinite Campus
- Communicate with Grant Manager in the application process, usage of funds and project activities
- Works with school principal to design courses, curriculum, and programs to enhance learning opportunities
- Submits accurate required federal and state documentation in a timely manner to ensure all courses are approved and accessible to students.
- Works with state colleges/universities to ensure internship and dual enrollment credit opportunities are maximized.
- Prepare student data reports and submit as necessary
- Facilitate communication with various departments to ensure that all are working toward common goals
- Participates in appropriate meetings and training opportunities in and out of district
- Correlates staff development opportunities for teachers to improve instruction
- Coordinate regularly with information technology staff to ensure that CTE technology, infrastructure and long- range planning requirements are met and supported
- Consistently demonstrates effective problem-solving skills
- Makes all job-related decisions based on the needs of the students and district based as identified in policy and by the supervisor
- Perform other duties as assigned

#### **QUALIFICATIONS FOR EMPLOYMENT:**

Knowledge, Skills, and Abilities: (KSAs are the attributes required to perform a job; generally demonstrated through qualifying experience, education, or training.)

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Applicant must be able to withstand a State of Nevada law enforcement background check.

### Knowledge and Abilities:

### Knowledge of

- Microsoft office package including but not limited to Microsoft Word and Excel;
- Problem-solving, brainstorming, and group leadership skills

### Ability to

- Work cooperatively with professional administrative, certified and classified staff
- Apply common sense understanding to carry out detailed but uninvolved written or oral instructions
- Deal with problems involving a few concrete variables in standardized situations
- Communicate effectively
- To pass background check
- Organize information to meet federal, state and district requirements

### EDUCATION AND/OR EXPERIENCE

### Required

- Must possess a high school diploma or its recognized equivalent
- 48 college credits or pass the Para Professional test

### Desired

- Possess a Bachelor's degree or the equivalent preferred
- Experience in working with grants
- Experience managing programs
- Experience with vocational coursework within CTE framework
- Experience in Education

### PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand, walk, demonstrate manual dexterity, reach with hands and arms, talk or hear. The employee is occasionally required to sit and stoop, kneel, crouch, or crawl. The employee must frequently lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, and depth perception.

### **WORK ENVIRONMENT & JOB RISK FACTORS**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

work, you will be expected to know and follow the annually.	safety steps in the safety training provided
I have read and understand this explanation and job	description.
Employee Signature:	Date:
Superintendent Signature:	Date:
Classified Union Representative:	Date:
Site Administrator:	Date:

BloodBorne Pathogens: An encounter with blood or other bodily fluids may occur in this line of

# ACTION ITEM#8

## ACB

Revised: December 15, 2021

### NON-DISCRIMINATION ON THE BASIS OF SEX UNDER TITLE IX

### Notice of Nondiscrimination on the Basis of Sex Under Title IX

Mineral County School District ("the school district") does not discriminate on the basis of sex in the education program and activity it operates. Title IX prohibits sex-based discrimination, including sexual harassment, in violation of Title IX of the Education Amendments of 1972. Title IX provides that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any school district education program or activity. The school district is required by Title IX not to discriminate in such a manner. Title IX applies to any school district education program or activity, whether such program or activity occurs on-campus or off-campus. The requirement not to discriminate in the school district's program or activity extends to employment.

Sexual harassment by school employees is considered grounds for disciplinary action, up to and including discharge. Sexual harassment by students is considered grounds for disciplinary action, up to and including expulsion.

### I. Sexual Harassment Defined Under Title IX

Sexual harassment is defined under the federal Title IX regulations as conduct on the basis of sex that satisfies one or more of the following:

- a. A school employee conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct (i.e., quid pro quo); or
- b. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school district's education program or activity; or
- c. Sexual assault as defined in the federal Clery Act, or dating violence, domestic violence, or stalking as defined in the federal Violence Against Women Act.

### II. Reports and Complaints of Sexual Harassment

The school district must respond whenever any employee has notice of sexual harassment, including allegations of sexual harassment. Notice to a Title IX Coordinator, or notice to an official with authority to institute corrective measures on the school district's behalf, or notice to any school district employee charges a school with actual knowledge and triggers the school district's response obligations.

Because the school district must respond whenever any employee has notice of sexual harassment, including allegations of sexual harassment, all school district employees are required to report possible incidents of sexual harassment involving students and/or employees directly to the school district's Title IX Coordinator as soon as practicable, but not later than a time during the same day on which the employee became aware of an incident of sexual harassment, including allegations of sexual harassment. Reports by school district employees must be

Revised: December 15, 2021

made in person, by telephone, and/or by email. Failure to report such incidents may result in disciplinary action.

Any person other than a school district employee may report sexual harassment including allegations of sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sexual harassment) in person, by mail, by telephone, or by email, using the contact information listed below for the school district's Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.

A report of sexual harassment may be made at any time, including during non-business hours, by using the telephone number or email address, or by mail to the office address, listed for the Title IX Coordinator.

The school district has designated the following employee to coordinate its efforts to comply with Title IX. The school district's Title IX Coordinator is:

Director of Human Resources Mineral County School District 651 A St. Box 1540 Hawthorne, NV 89415 Blinco.hope@nvmcsd.org 775-945-2403

The school district notifies applicants for employment, parents or legal guardians of elementary and secondary school students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the school district, of the name or title, office address, email address, and telephone number of the school district's Title IX Coordinator.

The contact information for the Title IX Coordinator will be prominently displayed on the school district's website and on the websites for each school in the district.

Inquiries about the application of Title IX to the school district may be referred to the school district's Title IX Coordinator, or to the Assistant Secretary for Civil Rights of the U.S. Department of Education, 400 Maryland Ave., S.W., Washington, D.C. 20202, or both.

### III. Title IX Sexual Harassment Mandatory Response Obligations

The school district will respond promptly to Title IX sexual harassment in a manner that is not deliberately indifferent, which means a response that is not clearly unreasonable in light of the known circumstances. The school district has the following mandatory response obligations:

• The school district will offer supportive measures to the person alleged to be the victim (referred to throughout as the "complainant" whether or not that is the person who reported the sexual harassment or allegation of sexual harassment)

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The Title IX Coordinator will promptly contact the complainant confidentially to discuss
the availability of supportive measures, consider the complainant's wishes with respect to
supportive measures, inform the complainant of the availability of supportive measures
with or without the filing of a formal complaint, and explain to the complainant the process
for filing a formal complaint

- The school district will follow a grievance process that complies with Title IX regulations before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent
- The school district will not restrict rights protected under the U.S. Constitution, including the First Amendment, Fifth Amendment, and Fourteenth Amendment, when complying with Title IX
- The school district will investigate sexual harassment allegations in any formal complaint, which can be filed by a complainant, or signed by a Title IX Coordinator
- A complainant's wishes with respect to whether the school district investigates will be
  respected unless the Title IX Coordinator determines that signing a formal complaint to
  initiate an investigation over the wishes of the complainant is not clearly unreasonable in
  light of the known circumstances
- If the allegations in a formal complaint do not meet the definition of sexual harassment under Title IX, or did not occur in the school district's education program or activity against a person in the United States, the school district will dismiss such allegations for purposes of Title IX but may still address the allegations in any manner the school district deems appropriate under the school districts code of conduct

### IV. Title IX Sexual Harassment Grievance Process

The school district has adopted a grievance process that provides for the prompt and equitable resolution of student and employee **complaints** alleging any action that would constitute sexual harassment under Title IX, and a grievance process for resolving **formal complaints** of sexual harassment. The grievance process incorporates these requirements:

- The school district treats complainants equitably by providing remedies any time a respondent is found responsible, and treat respondents equitably by not imposing disciplinary sanctions without following the grievance process
- The school district provides remedies, which are required to be provided to a complainant
  when a respondent is found responsible, that are designed to maintain the complainant's
  equal access to education and may include the same individualized services described as
  supportive measures; however, remedies need not be non-disciplinary or non-punitive and
  need not avoid burdening the respondent
- The school district requires objective evaluation of all relevant evidence, inculpatory and exculpatory, and avoids credibility determinations based on a person's status as a complainant, respondent, or witness
- The school district requires Title IX personnel (Title IX Coordinator, investigators, decision-makers, people who facilitate any informal resolution process) to be free from conflicts of interest or bias for or against complainants or respondents
- The school district provides training of Title IX personnel to include training on the definition of sexual harassment in Title IX regulations, the scope of the school district's

Revised: December 15, 2021

education program or activity, how to conduct an investigation and how to conduct hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias

- The school district provides training of decision-makers and investigators to include training on issues of relevance, including how to apply the rape shield protections provided only for complainants
- The school district includes a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process
- The school district posts materials used to train Title IX personnel on its website
- The school district includes reasonably prompt time frames for concluding the grievance process, including appeals and informal resolutions, with allowance for temporary, shortterm, good cause delays or extensions of the time frames
- The school district describes the range, or list, of the possible remedies that may be provided to a complainant and disciplinary sanctions that may be imposed on a respondent, following determinations of responsibility
- The school district has chosen to use the preponderance of the evidence standard for all formal complaints of sexual harassment (including where employees are respondents)
- The school district has described its appeal procedures, and the range of supportive measures available to complainants and respondents
- The school district's grievance process does not use, rely on, or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege
- Any provisions, rules, or practices other than those required by Title IX regulations that the school district has adopted as part of its grievance process for handling formal complaints of sexual harassment apply equally to both parties

All reports and complaints of sexual harassment in violation of Title IX will be addressed through the grievance process described below. See, NONDISCRIMINATION ON THE BASIS OF SEX UNDER TITLE IX—ADMINISTRATIVE REGULATION.

### IV. Related Policies and Administrative Regulations

This policy and administrative regulation address sexual harassment as that term is defined under Title IX. The school district also prohibits bullying and cyber-bullying as those terms are defined under Nevada Revised Statutes ("NRS") 388.121 et seq. ("Provision of Safe and Respectful Learning Environment"). The prohibitions on bullying and cyber-bullying and procedures to address conduct that does not include sexual harassment as defined under Title IX are addressed in Board Policy GBBA and Policy JFCC.

The school district also prohibits employee bullying, harassment, sexual harassment, intimidation, discrimination and/or retaliation. The prohibitions and grievance procedures for this conduct that does not include sexual harassment as defined under Title IX are addressed in Board Policy GBBC and Policy GL.

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If an employee or volunteer has reasonable cause to believe that sexual harassment in violation of Title IX arises to abuse or neglect under NRS 432B and/or NRS 392.275 et seq., such misconduct will be reported to law enforcement officials and/or Child Protective Service agency personnel in accordance with the procedures set forth in Board policies and regulations concerning mandatory reporting. These procedures are addressed in Board Policy JHG.

### Legal Reference(s):

Title IX of the Education Amendments of 1972, 20 USC 1681-1683

Title IX federal regulations, 34 CFR Part 106

NRS 388.1251 et seq., Provision of Safe and Respectful Learning Environment

Nevada Revised Statutes, 392.275 et seq., Reports of Abuse, Neglect and Other Illegal Conduct

NRS 432B.010 et seq., Protection of Children from Abuse and Neglect

Revised 12-28-21

### KBB

Code:

**KBB** 

Adopted:

June 16, 2022

### **Public Records Request Fees**

Pursuant to Nevada Revised Statutes ("NRS") Chapter 239 and Mineral County School District (MCSD) Regulation 1211, the following is the District's public records request fee schedule. This fee schedule is subject to change.

- I. Fees for Providing a Public Record
  - A. Black and white or color copies (in hard copy format or in electronic format if there were actual costs involved in the provision of the record)

• Copy costs \$10.00 or under

No fee

• Copy costs over \$10.00

\$0.05 per page

B. DVD, CD or Flash Drive

• One (1) DVD, CD or Flash Drive

No fee

• Two (2) DVDs, CDs or Flash Drive

\$5.00/each

- C. Under NRS 239.052, MCSD "may charge a fee for providing a copy of a public record. Such a fee must not exceed the actual cost to the governmental entity to provide the copy of the public record".
- D. NRS 239.005(1) provides: "Actual cost" means the direct cost incurred by a governmental entity in the provision of a public record, including, without limitation, the cost of ink, toner, paper, media and postage."
- E. A fee may be charged for the provision of a record in hard copy format or in electronic format if there were actual costs involved in the provision of the record. For example, an actual cost may be incurred in the provision of an electronic record if MCSD needs to print a hard copy of the record to review and determine whether the records are confidential or privileged.
- II. Cost Estimate and Advance Payment
  - A. The requestor will be advised of the cost estimate to MCSD in advance. Payment in full of the estimated amount will be required prior to processing the request.

### III. Exceptions to Fees

- A. Fees may differ for documents that the law, collective bargaining, or another applicable agreement requires must be copied at a specified cost or at no cost.
- B. Multiple requests for documents, which individually would fall within the cost-free limit, may be combined in order to determine cost

### END OF POLICY

Legal Reference(s): Nevada Revised Statutes ("NRS") Chapter 239

### GBC7

Code:

GBC7

Adopted:

June 16, 2022

### Sick Leave Bank Policy

### 1. PURPOSE

- 1.1 The Sick Leave Bank is provided to help MCSD employees, who are unable to perform their job duties due to a diagnosed debilitating illness or catastrophic injury and have exhausted all their available leave. Also covered is the care of an immediate family member who has a diagnosed debilitating illness or catastrophic injury.
- 1.2 The Sick Leave Bank is not a maternity leave bank, a repository for those who have expended the sick leave for undocumented medical concerns, blanket coverage for other than employee's immediate family, for personal business or for elective surgery.
- 1.3 Any employee who has been diagnosed with a debilitating or catastrophic injury or illness pre-existent to within six months of membership shall not draw from the Bank within the first year of membership.

### 2. SICK LEAVE BANK COMMITTEE

- 2.1 The MCSD Sick Leave Bank will consist of two members of the MC Teachers Association, two members of the MC Classified Association, and one member of the MC Administrators Association.
- 2.2 Human Resources will serve as the Sick Leave Bank Chairperson. This person will track all time donated and used by Sick Leave Bank members. The Sick Leave Bank Chairperson will not be a voting member of the committee. They will present requested allowed information to the Committee. They will communicate the decision of the Committee to the employee.

### 3. ELIGIBILITY

- 3-1 Employees may become members of the Sick Leave Bank by contributing three (3) sick leave days to start. To become an active member an employee who has accumulated 264 hours of leave may donate up to three (3) sick leave day during an open enrollment period. Any employee that has contributed at least one (1) sick leave day in the past 3 years is an automatic member upon the verification of this updated policy.
- 3-2 At the beginning of each school year there will be an open enrollment period during the beginning of the school year until September 30th and again on March 1st to March 31st. Eligible staff must notify the District in writing of their desire to participate in the Bank. Membership is maintained by donating at least one day every three years from the date of their original membership.
- 3.3 The maximum number of hours which may be transferred by an employee in any 1 calendar year is 120. The minimum number so hours which may be transferred in any 1 calendar year is 8. NRS 284.3621 (5)
- 3.4 When the number of days in the Bank falls below two hundred (200) days, the committee will request the Bank members to donate a minimum of 1 sick day to replenish the days available that a special assessment of one (1) sick leave day per

member will be made to replenish the days available. (Team needed to meet and think on this one.

3-5 An employee who chooses to withdraw membership from the Sick Leave Bank must notify the Sick Leave Bank Chairperson in writing. Any employee who withdraws from the Sick Leave Bank will not be reimbursed for their sick leave already contributed to the bank.

### 4. REQUIREMENTS

- 4.1 Membership of the Sick Leave Bank give authorization to the Sick Leave Bank to review the employee's last two years of all district leave to help in the determination of grant days from the sick leave bank.
- 4.2 The member applying must complete the MCSD Sick Leave Bank Application completely and provided requested documentation BEFORE their request will be heard by the committee. In case an employee's illness prevents him/her from personally applying for the Sick Leave Bank, his/her designated representative or a member of his/her family on his/her behalf may submit his/her application to the Sick Leave Committee Chairperson.
- 4.3 The maximum number of days which may be granted from the Bank at any one time shall be thirty (30) days. Additional days may be granted only after additional application and review. The maximum number of days which any one person can be granted from the Bank during any 1 calendar year is 1040 hours (NRS 284.3633).
- 4.4 An employee who has received and used 20 twenty or more days in a year shall reimburse the Bank when his/her accumulated leave exceeds 264 hours. Upon leaving the District, an employee shall reimburse the Bank the remaining balance of days if his accumulated balance is above 480 hours.

### Mineral County School District SICK LEAVE BANK APPLICATION

Please read and complete the enclosed Sick Leave Bank Application for assistance and include:

- 1. A statement from your physician including diagnosis (nature of your illness), prognosis (recovery), the expected length of time you will be off work, and if surgery is indicated, whether it is elective, required, or was an emergency.
- 2. YOU MUST INCLUDE ALL ITEMS, OR YOUR APPLICATION WILL NOT BE PROCESSED DUE TO LACK OF INFORMATION. Failure to include any of the requested information may delay review of your application. All information submitted is confidential within the committee.
- 3. To expedite your request and meet payroll time limits your application must be turned in for committee consideration 10 days prior to pay day. Please allow enough time for the application to be processed so you don't go into an unpaid status. Sick Leave Bank is not paid retroactively.

### SICK LEAVE BANK ASSISTANCE APPLICATION

Employee Name:	School/Location			
Home Address:		Cit	ty	Zip
Home Phone:	Cell Phone:			
Position/Title:	Number of days requesting:			
Is surgery required? Yes No	Elective? Yes_	No	Emerge	ency? Yes
No Statement from physician	(MANDATORY)	must be	attached.	Description of
illness/accident (attach additional pa	ges if necessary):			•
	,			
				***************************************
			.01 2.5030	
Workers Comp Claim (on the job in				
Number of days anticipated away from	om work because o	f illness/	accident:_	
Employee's signature:			Date:	

### **Information from MCSD HUMAN RESOURCES**

Employee's Name	At a SURVEY PRODUCT	Position/Site	
Hours per day	Months per year	MCSD hire date _	17 10 10 10 10 10 10 10 10 10 10 10 10 10
Date eligible to begin accru Date Contributed to the Sid		ntribution:	
Number of hours used in th	ne past two years in the	following areas:	
Sick leave :Hou	rs		
Personal Leave:	Hours	Annual leave:	Hours
Any lengthy absences in th	e past two years? Yes	No	
Dates (s):	Number	of hours used:	<del></del>
Date (s):	Number	of hours used:	
vacation usage	for the past 2 years.	esources showing sich ALL SICK, VACAT BEFORE SICK LEA	ΓΙΟΝ, and
END OF POLICY			
Legal Reference(s):			
Logui itolololloctoj.			